



Floyd County Board of Commissioners

Request for Proposal

(RFP No. 26-010)

Airport Corporate Hangar Lease Richard B. Russell Airport Rome Ga. 30165

Issue Date: May 28, 2026

All communication concerning this project must be directed to the Purchasing Office until the bid is awarded. Vendors should not have contact with the Departments.

**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
TWELVE EAST 4th AVENUE, SUITE 106
ROME, GA 30161**

NOTICE TO PROPOSERS

**REQUEST FOR PROPOSALS OF AN AIRPORT CORPORATE HANGAR LEASE AT
RICHARD B. RUSSELL AIRPORT ROME, GA 30165**

The Floyd County Board of Commissioners is seeking proposals from qualified parties interested in leasing a newly constructed Corporate Hangar at Richard B. Russell Airport located at 304 Russell Field Rd. Rome, GA 30165. The successful Respondent may be chosen to enter a long-term lease for the Hangar.

Proposals must be received no later than July 9, at 2:00 p.m. All submissions should be submitted via our posting website, Bonfire at <https://floydcountyga.bonfirehub.com>. Lease pricing should be submitted as a separate item and not included with proposal. Late proposals will not be considered.

If you have any questions concerning this RFP, contact:

Randy E. Self, Purchasing Director
Floyd County Board of Commissioners
Twelve East 4th Avenue, Suite 106
Rome, Georgia 30161
Phone: (706) 291-5118
Randy.self@floydcountyga.org

Please submit questions in writing as verbal communication is not binding. You may also submit questions using the Bonfire website <https://floydcountyga.bonfirehub.com>. The deadline for questions is **2:00 PM, July 2, 2026**

Site Visit: Site visits are not mandatory. If you would like to view, please contact me to make an appointment for a site visit. Airport personnel can show you the area.

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Floyd County Purchasing Department. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Floyd County Purchasing Director.

The County reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the County. Proposals shall be valid for a period of one hundred twenty (120) days from the date proposals are opened and, if a contract is signed, for the duration of the contract term.

TABLE OF CONTENTS

SECTION TITLE

- I. REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS**
- II. REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES**
- III. SCOPE OF SERVICES**
 - a. Introduction and Purpose**
 - b. General Requirements**
 - c. Additional Requirements**
 - d. Specific Tasks**
- IV. SELECTION PROCESS AND EVALUATION CRITERIA**
- V. MANDATORY PROPOSAL FORMS**
- VI. ATTACHMENT A – SAMPLE LEASE AGREEMENT**

SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

PROPOSAL FORMAT: Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. *The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

PROPOSAL FORMAT: All proposals should include the information outlined below and **in the following order:**

1. **Cover Letter:** A brief cover letter of introduction and interest.
2. **Table of Contents:** Including all sections and subsections.
3. **Business Information:** State the full name and address of your organization and the branch office or subordinate element that will perform the services described in this proposal. Include a telephone number, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.
4. **Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the consultant responsible for design, the project architect, the person responsible for all proposed communications with the owner and all proposed sub-consultants and a description of their roles.
 - a. **Current Project Assignments:** Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
 - b. **Understanding of the Project:** Statement of the firm's understanding of the project and proposed approach for providing requested services.
 - c. **Additional Services Required:** Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.
5. **References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, telephone number, point of contact and description of the contract for each reference.
6. **Financial Information and Documentation:** Provide relevant information regarding organizational stability and strength. Documentation may include:
 - a. A statement of organizational structure (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of that structure (e.g., owner, partners, board of directors, joint venture partners, etc.), a listing of financial references.

- 7. **Other Relevant Information:** Include any other relevant information concerning the project in this section.

SUBMITTAL FORMAT: ALL proposals must be submitted through the Bonfire platform found at <https://floydcountyga.bonfirehub.com>. Email, hand or courier delivered, or fax submittals **will not be accepted**. Your proposal format along with the required submission documents should be submitted as one attachment and the proposed lease pricing should be submitted as a separate attachment.

SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES

A. INTRODUCTION

The Floyd County Board of Commissioners is seeking proposals from a qualified person(s) to lease one (1) aircraft hangar located at 304 Russell Field Rd. Richard B. Russell Airport, Rome, Georgia 30165. The term “person(s)” refers to individuals, partnerships, limited partnerships, corporation, limited liability companies, sole proprietorships, and other entities

B. RFP TIMETABLE

The anticipated schedule for the RFP and contract approval is as follows:

- Proposal Documents Available **May 28, 2026**
- Pre-Proposal and Site Visit **By Appointment**
- Deadline for submission of questions **July 2, 2026**
- Deadline for receipt of proposal **July 9, 2026**
- Proposals Valid Until **November 9, 2026, 2026**

C. CONTACT PERSON

The contact person for this RFP is Randy E. Self, Purchasing Director, (706) 291-5118. Explanation(s) desired by the offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via randy.self@floydcountyga.org or by using the Bonfire questions section in the bid posting at <https://floydcountyga.bonfirehub.com>.

Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and may result in the rejection of the offeror's submittal.

D. MINIMUM PROPOSAL ACCEPTANCE PERIOD

Proposals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of proposals.

E. ADDITIONAL INFORMATION/ADDENDA

The Floyd County Board of Commissioners' Purchasing Director will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, and email address.

Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements

Offerors who obtain this Request for Proposal from <https://floydcountyga.bonfirehub.com>, or the Georgia State Procurement site at <https://ssl.doas.state.ga.us/gpr/> are advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date. The Floyd County Board of Commissioners assumes no responsibility for Offerors' failure to acknowledge any addenda issued

F. LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS, AND REJECTIONS

Proposals shall not be modified, withdrawn, or canceled by the offeror for a period of **ninety (90) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered

G. PROPOSAL CLOSING

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from the Bonfire website within 24 hours of bid opening or via email request to randy.self@floydcountyga.org. A tabulation of prices may be obtained upon award.

H. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Floyd County Board of Commissioners has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

I. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall

provide a copy of each such verification to Floyd County Board of Commissioners Purchasing Director at the time the subcontractor(s) is retained to perform such services.

J. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of proposals to the Floyd County Board of Commissioners, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to the commencement of work as defined by a contract approved by the governing body of the Floyd County Board of Commissioners.

K. EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the Floyd County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Floyd County Board of Commissioners, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

M. SITE VISIT:

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of the lease agreement to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. **If you would like to view the site, please contact Randy E. Self at randy.self@floydcountyga.org to make an appointment.**

N. AWARD OF CONTRACT

Award will be given to the responsible offeror whose proposal is responsive to the terms of the request for proposals and is most advantageous to Floyd County, considering the evaluation factors in section IV of this RFP.

O. QUALIFICATION OF OFFERORS

The Floyd County Board of Commissioners may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to the Floyd County Government all such information and data for this purpose as may be requested. The Floyd County Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Floyd County Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Floyd County Board of Commissioners contractors/vendors must have a current Floyd County business license if they are physically located in Floyd County or if they perform a service in Floyd

County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to the Floyd County Government will not be accepted.

P. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

Q. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) any trade secrets obtained from a person or business entity that are required by law, regulation bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not, in fact, constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

SECTION III - SCOPE OF SERVICES

A. INTRODUCTION AND PURPOSE

The Floyd County Board of Commissioners, as owner and operator of Richard B. Russell Airport, is soliciting proposals for the commercial use of a hangar located at 304 Russell Field Road. The goal for the RFP is to enhance the aeronautical and economic value to the Airport and the community.

Airport Overview and Available Facility: The Richard B. Russell Airport (FAA Identifier RMG) is located 3 miles north of the City of Rome, Georgia. RMG serves as the primary general aviation airport for the community and surrounding area. There are two primary runways serving RMG. Runway 1-19 is the primary runway and is in excellent condition and extends in a general north-south direction, with a length of 7,010' and width of 150'. Runway 7-25 is 4,500' long and 100' wide with an asphalt surface.

An extensive parallel taxiway system supports the ground operations of both runways.

RMG averages 37,000 operations per year. Of the total operations, approximately 93% are general aviation, 3% military and remainder are primarily air charter. RMG has a based aircraft population of approximately 100 aircraft.

Floyd County Corporate Hangar: The subject property of this RFP is located at 304 Russell Field Road and a 0.478-acre site (20,840 sq. ft.) more or less improved with approximately 9,120 sq. ft. office/hangar building. The leasehold includes 2,400 sq. ft. of office space, 6,720 sq. ft. of hangar space, 9,120 sq. ft. of paved aircraft apron, and up to 2,600 sq. ft. of paved auto parking (10 spaces). The development lies on the north side of the Airport terminal facility, with vehicular access and parking off of Capitoline Drive. Airside access is via a taxi-lane. The hangar is a newly constructed facility with 84'x80' hangar bay, a 74'x24' single-panel hydraulic hangar door, and an unfinished 30'x80' office area.

Amenities of Richard B. Russell Airport:

Airport

- Over 1,000 acres for development.
- Main Runway: 7,010 ft Crosswind: 4,500 ft. Longest GA runway in Georgia.
- ILS Runway 1/19
- RNAV approaches all runways.
- PAPI Runway 1 & Runway 19
- RMG Operation Hours: 7AM – 8PM M-F, 9AM – 6PM Sat. & Sun. RMG is open 363 days out of the year.
- RMG's FBO offers full-service Jet A fuel, 100LL, and 24-hour self-serve 100LL. Jet volume discounts are available to all customers.
- GPU capabilities for most aircraft.
- Aircraft maintenance on the field.
- 2 flight schools on the field.
- 2 Courtesy Cars
- Pilot's Lounge
- Free Wi-Fi
- Restrooms
- Shower
- Kitchen
- Concession
- Meeting Room
- Annual airshow which has featured the USN Blue Angels, the USAF Thunderbirds, and the Canadian Snowbirds among others (when applicable).

SPLOST Hangar

- Hangar size: 84' wide X 80' deep

- Door open: 74' wide X 24' tall
- Single-Panel Hydraulic Bay Door
- Ceiling Height: 30'
- Attached Office Shell: 30' wide X 80' deep with 14' eaves
- Premium location on field (center of field)
- Dedicated ground vehicle parking
- Infrared Heaters inside Hangar
- Wall fans for air circulation

Contract Terms and Rates: The term and rates will be negotiable based upon the chosen proposal and the capital investment the proposer will commit. Floyd County's required return on investment for construction of the hangar is \$93,600 per year (\$7,800 per month). The Board of Commissioners reserves the right to increase or decrease this amount and the terms of the lease based on the amount of investment the proposer is committing to the Airport and the community.

B. GENERAL REQUIREMENTS

Proposal Contents:

- a. The Proposal shall include identification information necessary to provide sufficient background information regarding the business as detailed below.
 1. Name, address, email, telephone, and state of incorporation.
 2. Full name, address, and title of each officer in the business. If a corporation, include the same for all board members.
 3. A list of references, including names and telephone numbers, for financial and business experience is recommended.
- b. A detailed description of your intended use for the hangar. What would the proposer do to maximize the use of the space available for aeronautical purposes? If selected as the tenant, would it expand the Airport's fuel sales, tax base, and/or aircraft operations?
- c. What is the length of term the proposer seeks?
- d. If proposing upgrades to the facility, is the business requesting any airport participation in the upgrades?
 - i) What is the minimum capital investment to be made by the proposer?
 - ii) What are the lease credits requested to make the capital investment?
- e. The Proposal shall address the evaluation criteria set forth in the RFP. In addition, detail the business' proposed business plan for the hangar and whether or not it would provide any other ancillary services to other tenants or users on the airfield (for example aircraft maintenance, aircraft storage, etc.).

- f. The hangar must be used for aeronautical purposes, and all proposals should describe the overall use, function, and targeted audience or customers proposed by your organization.

SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA

The Floyd County Board of Commissioners intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If it is determined that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, Floyd County may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

EVALUATION CRITERIA

PROPOSAL EVALUATION AND SELECTION PROCESS: Based on the proposal format as outlined in Section II, the evaluation criteria in order of importance are as follows: (100)

- a. **UNDERSTANDING OF THE AIRPORT'S GOAL** to enhance the aeronautical and economic value to the Airport and the community. Assesses the business plan for use of the facility with specific description of the operations that will be performed at the hangar and the anticipated annual revenue that the business will produce, according to the business plan. Assesses whether the tenant's proposal is technically achievable. (20 points)
- b. **INVESTMENT INTO THE PROPERTY AND THE AIRPORT** Assesses tenants' plans to upgrade and maintain the property with an investment in the current facility. Describe the anticipated capital investment in equipment, aircraft and other, that will be benefit Floyd County and the Airport. (25 points)
- c. **LEASE RATE AND TERM** Assesses tenant's proposal for the lease rate and ability to fulfil the term of the lease. (45 points)
- d. **USING AND/OR PROVIDING ANCILLARY SERVICES** Assesses the amount of fuel that will be purchased over the course of the lease and if other airport services will be utilized. Also assesses the benefits that the tenant will bring to the airport including services provided and additional increase operations to RMG because of the tenant's operation. (10 points)

PROPOSAL EVALUATION AND CONTRACT AWARD

Floyd County intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If it is determined that the number of proposals that would otherwise be in the competitive range exceeds the number at

which an efficient competition can be conducted, Floyd County may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.



CHECK LIST

Required Document for Submission

All documents listed below are required to be completed and submitted as one attachment under Required Documents and scope of work on <https://floydcountyga.bonfirehub.com>. The pricing sheet should be submitted separately under Bid Pricing and not included with the required documentation.

- Bidders Declaration Page**
- Vendor Information**
- Certificate of Non-Discrimination**
- Certificate of Non-Collusion**
- Contractor's Affidavit/E-Verify (if you have 10 or more employees)**
- S.A.V.E. Compliance (if you have 10 or less employees)**
- Drug Free Workplace Certificate**
- W-9**
- Bidders Addenda Acknowledgement**
- Pricing Submission (to be scanned as a separate attachment in Bonfire)**
- Certificate of Insurance to be provided by the winning submission within 10 days of award.**

The documents above are included within this Invitation to bid. Addendums will be available when issued.



BIDDERS DECLARATION

Required Document for Submission

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **July 9, 2026 at 2:00 PM (local time)** but may not be withdrawn after such date and time.
- That Floyd County reserves the right to waive compliance from any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests
- That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.
- That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____



VENDOR INFORMATION
Required Document for Submission

PROPOSAL FORM

TO: Floyd County Board of Commissioners – Purchasing Department
12 E 4th Ave. Rome, GA 30161 - via <https://floydcountyga.bonfirehub.com/>

RFP #26-010 Airport Corporate Hangar Lease Richard B. Russell Airport

Firm Name: _____

All proposals submitted shall be subject to acceptance or rejection and the Floyd County Board of Commissioners specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the RFP process.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the Purchasing Department.

Contractor: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Print Name: _____

Signature: _____

This proposal shall be signed by a representative who is authorized to contractually bind the contractor

Please Attach Company Contact's Business Card:



CERTIFICATE OF NON-DISCRIMINATION

Required Document for Submission

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or disability. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER _____

SIGNATURE _____

TITLE _____



CERTIFICATE OF NON-COLLUSION
Required Document for Submission

By responding to this Solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response, and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

(PLEASE PRINT OR TYPE):

Contractor's Full Legal Name _____

Authorized Signature: _____

Name and Title of Person Signing: _____

Company Address: _____

Phone: _____ E-MAIL: _____



Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
Required Document for Submission

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (please note: this is NOT an FID number)

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ___ in 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)



**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

Required Document for Submission

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px; text-align: center;"> </td> <td style="width:20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="width:20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td style="width:20px; height: 20px; text-align: center;"> </td> <td style="width:20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 2px;">or</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px; text-align: center;"> </td> <td style="width:20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="width:20px; height: 20px; text-align: center;"> </td> </tr> <tr> <td style="width:20px; height: 20px; text-align: center;"> </td> <td style="width:20px; height: 20px; text-align: center;"> </td> </tr> </table>	Social security number				-				or		Employer identification number				-			
Social security number																			
-																			
or																			
Employer identification number																			
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BIDDERS ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

Signed this _____ day of _____ 202__

Signature: _____

Title: _____

Company: _____

EXHIBIT A

Survey & Legal Description of Leased Premises

The attached Exhibit A is intended to give the bidder the layout of a contract that has already been reviewed by the County Attorney. If you have a contract you would like for review, please feel free to include the contract with your submission and we can review. It is our goal to have a contract produced after the evaluation process as soon as possible and we feel this would be proactive in expediting this process.

**LAND LEASE AGREEMENT
BETWEEN
RICHARD B. RUSSELL REGINAL AIRPORT
AND
PLACEHOLDER CORPORATE TENANT**

**COUNTY OF FLOYD
STATE OF GEORGIA**

LEASE AGREEMENT

THIS AGREEMENT made and entered into by and among the **RICHARD B. RUSSELL REGIONAL AIRPORT**, a body corporate and politic and a political subdivision and public corporation of the State of Georgia, ("Lessor") and **PLACEHOLDER CORPORATE TENANT**, a corporation incorporated and existing under the laws of the State of Georgia ("Lessee").

WITNESSETH:

WHEREAS, Floyd County is the owner of the premises known as **RICHARD B. RUSSELL REGIONAL AIRPORT** (the "Airport"); and

WHEREAS, the Lessor and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Lessor hereby grants to the Lessee the right to use and occupy the ground area at the Airport shown on Exhibit A together with the Hangar previously constructed and/or installed therein or thereon (hereinafter called the "Leased Premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

SECTION 1
TERM

- 1.1 The term of this lease shall be for a **five (5)** year period commencing on the 1st day of June, 2026, and expiring on the 31st day of May, 2031, unless sooner terminated or renewed in accordance with the provisions hereof.
- 1.2 Lessee shall have the right to renew this Lease for an additional **two (2)** years, commencing upon the expiration of the original lease term as provided for in provision 1.1 of this Section 1. by the giving of ninety (90) days written notice to the Lessor, and provided that any such renewal shall be upon the then prevailing terms and conditions as the then current leases at the Airport or unless otherwise agreed upon between the Lessor and Lessee.

SECTION 2
LEASED PREMISES

- 2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of:
 - 2.1.1 Unimproved/Improved land area consisting of approximately **square feet (X)**,

SECTION 3
USE OF LEASED PREMISES

- 3.1 Lessee or Lessee's tenants, sub-lessees or assigns shall continuously occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever: **STORAGE AND MAINTENANCE OF LESSEE'S AIRCRAFT.**
- 3.1.1 Except as otherwise stated, Lessee agrees the hangar site is not to be used for any commercial or business purposes whatsoever without prior written authorization from the Lessor. For the purposes of this paragraph, a commercial or business purposes includes, but is not limited to, operating any business or performing any services for lawful consideration, such as servicing, repairing or painting aircraft or other vehicles or machinery. Notwithstanding the above restriction on commercial or business activities, Lessee may perform routine maintenance on Lessee's aircraft as permitted by the Federal Aviation Regulations in Lessee's hangar site.
- 3.1.2 Lessee shall provide Lessor with such information as Lessor determines to be necessary and proper in order to protect the operational interest of Airport. Such information shall include, but not be limited to, name, address, telephone numbers for contact, current aircraft registration showing Lessee as at least partial owner of at least one aircraft to be stored, and proof of current liability insurance for the aforementioned aircraft. Tenant warrants the accuracy and agrees to update information within seven (7) days of any changes.
- 3.1.3 Aircraft storage and necessary accessory aeronautical usage; No items of any sort may be stored outside the hangar.
- 3.1.4 Any other purpose authorized by the **RICHARD B. RUSSELL REGIONAL AIRPORT.**

SECTION 4
RENTS AND FEES

- 4.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the Lessor during the period commencing June 1, 2026, and ending May 31, 2027 a monthly rent of \$.
- 4.1.1 Effective on May 31, 2027, and on May 31 of each year of the remaining term, the annual rental payable hereunder shall **increase in the amount of \$10.00 or by the Consumer Price Index, whichever is greater.** The annual CPI (as hereinafter defined) to be used will have been published for the year most recently preceding. In no event shall the rental payable under this Section 4.1.1 be less than the amount set forth in Section 4.1 above.
- 4.2 The term CPI as used herein shall mean the Consumer Price Index for the South Region, as most currently published by the Bureau of Labor Statistics of the United States Department for Labor.
- 4.3 The monthly rent shall be paid on the first day of each month in advance at the office of the Airport Manager or at such other office as may be directed in writing by the Lessor.

- 4.4 Nothing contained in the foregoing shall effect the survival of the obligations of the Lessees as set forth in the Sections of this Agreement covering the survival of the Lessee's obligations.
- 4.5 Lessee acknowledges that late payment by Lessee to Lessor of any Agreement fees will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting and interest charges. **Therefore, if any installment of Agreement fees due from Lessee is not received by the day after the due date will be subject to a late fee of 10% of current rental payment coinciding to the date of infraction, at the discretion of the Lessor.** The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount or prevent Lessor from exercising any of the other rights and remedies available to Lessor. Agreement fees not paid when due shall bear simple interest from date due until paid at the rate of one- and one-half percent (1½%)-per-month.
- 4.5.1 Lessee shall be responsible for the payment of all real estate taxes relating to the Premises during the term of the Agreement, and all hangared aircraft will utilize the hangar as the aircraft's primary home base for tax purposes during the term of the Agreement. On or before December 31st of the current year, Lessee shall ensure all planes housed in the hangar are registered for tax purposes in **Floyd County, Georgia**, and a Form PT-50A [Aircraft Personal Property Tax Return] is properly completed showing **Floyd County, Georgia**, as the aircraft's primary home base. If Lessee purchases, leases, or hangars a new plane before December 31st of the current year, said aircraft must be registered immediately and home based in **Floyd County, Georgia**, through filing a Form PT-50A. If Lessee fails to comply with any of the requirements of this paragraph, Lessor may terminate this Agreement without further notice to Lessee and the ownership of all improvements, including the hangar, shall revert to Lessor.

SECTION 5
ACCEPTANCE, CARE, MAINTENANCE
IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, the State of Georgia Department of Transportation, and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs restorations upon or to the Leased Premises or to any of the improvements presently located thereon.
- 5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or

extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

- 5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises;
- 5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law;
- 5.2.3 Repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Leased Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;
- 5.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas;
- 5.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.
- 5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from the Lessor to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the Lessor's sole gross negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as

set forth in this Agreement and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), undertaken by Lessee shall be submitted to and receive the written approval of Lessor, and no such work shall be commenced until such written approvals are obtained from Lessor, which approval shall not be unreasonably withheld or delayed. Lessor shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.
- 5.5 If Lessee makes any improvements without Lessor approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor cause the same to be changed to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Lessor may affect the removal or change, and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.
- 5.6 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR. Part 122, for "motor vehicle or automobile maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it does not conduct or operate "motor vehicle or automobile maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. This paragraph does not preclude Lessee performing minor aircraft maintenance and repair.
- 5.7.1 Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Lessor and Lessee, those storm water discharge permit requirements for which it has received written notice from the Lessor. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Lessor and Lessee. Lessee acknowledges that time is of the essence.
- 5.8 Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the leased premises by the activities of the Lessee. Notwithstanding any other provision of the

Lease, the Lessee shall not treat or dispose of hazardous waste on the Lessor's premises. Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the leased premises of hazardous substances, extremely hazardous substance, or hazardous wastes, shall provide all notices to appropriate authorities and to Lessor of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations and the rules and regulations of Lessor. Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum-based substance.

- 5.9 Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless the Lessor and other tenants for any and all claims, demands, costs, (including attorney fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, applicable regulations, or permits, unless the result of Lessor's sole negligence. This indemnification shall survive any termination or non-renewal of this Lease.

SECTION 6
TITLE TO IMPROVEMENTS AND REPAIRS

- 6.1 Lessee's improvements erected or constructed upon the Leased Premises shall remain the property of Lessee during the entire term of the Lease. Prior to expiration or upon termination of the Lease for any reason, upon Lessee's timely request, Lessor will negotiate in good faith for a reasonable renewal or extension of the Lease. If no such renewal or extension agreement is reached:

(1) Lessee may, prior to the expiration of the lease or within 30 days of termination of the lease for cause as set forth herein, remove the improvements from the Leased premises leaving the Leased premises in good and marketable condition. Nothing herein shall be read to waive any legal right Lessor may have to attach a lien to said improvements in the event of judgement or to waive any legal basis for attachment has been established at the time the Lease is terminated or expires.

(2) In the event Lessee's improvements remain erected or constructed upon the Leased premises upon the expiration or termination of this Lease such improvements shall become the property of the Lessor upon expiration or termination of this lease, free and clear of all claims on the part of the Lessee on account of any repair.

SECTION 7
ADDITIONAL OBLIGATIONS OF LESSEE

- 7.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 7.2 Further, Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by the Lessor or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.
- 7.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Lessor concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.4 Lessee shall comply with all environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder. Lessee agrees to allow Lessor access to premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.
- 7.5 Lessee shall comply with all written instructions of the Lessor and applicable Federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage and other refuse; the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of Lessor. All disposal of trash, garbage, refuse and waste shall be at the expense of the Lessee.
- 7.6 Lessee shall not commit, nor permit to be done, anything that may result in the commission of a nuisance, waste or injury on the Leased Premises.
- 7.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 7.8 Lessee shall take measures to ensure security in compliance with Federal Air Regulations and the Airport Security Plan and the **RICHARD B. RUSSELL REGIONAL AIRPORT** Lessor's rules and regulations. As they now exist or may be hereafter amended.
- 7.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 7.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply" as used in this Section 7.10 shall mean the amount consumed by Lessee during any normal workday. Any other supplies of such liquids

shall be kept and stored in safety, fire-proof containers of a type approved by the Underwriters Laboratories.

- 7.11 Except for services permitted under Section 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the Lessor of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the Lessor.
- 7.12 It is the intent of the parties hereto that noise, including but not limited to, noise caused by aircraft engine operation shall be held to a minimum. To this end the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of the Lessee, but in no event less than those devices or procedures that are required by Federal, State or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

SECTION 8 INGRESS AND EGRESS

- 8.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 8.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect, or which may hereafter be promulgated. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

SECTION 9
INSURANCE, DAMAGE OR DESTRUCTION

- 9.1 To safeguard the interest of the Lessor, the Lessee at its sole cost and expense shall procure and maintain throughout the term of this lease insurance protection for "all risk" coverage on the structure and improvements of which the Leased Premises is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof, in insurance companies licensed to do business in the State of Georgia at or exceeding the limits of \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.
- 9.1.1 The above stated property insurance shall name the Lessor as Additional Insured, provide thirty (30) days notice of cancellation or material change, by registered mail, to the Office of the Airport Manager, and have a deductible amount not to exceed one thousand dollars (\$1,000.00) per occurrence.
- 9.1.2 The Lessee shall provide a copy of the above stated property insurance policy to the Office of the Airport Manager, at least seven (7) days prior to the inception of the Lease Agreement. Upon the failure of the Lessee to maintain such insurance as above provided, the Lessor, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 19 herein.
- 9.2 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in Section 9.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall have the option to promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement, or, to restore the Leased Premises to the condition which existed immediately prior to the beginning of this Agreement. In the event the improvements or fixtures are not rebuilt or restored, then that portion of the premises will revert back to the control of the Lessor and no longer be a part of the entire premises governed under this Lease. Any portion of the premises which reverts back to the Lessor in a manner described in this paragraph, must be a commercially viable portion of the premises.
- 9.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, the Lessor shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Following the expiration of 90 days after written notice to Lessee to commence repair or rebuilding or to restore the Leased Premises to the condition which existed immediately prior to the beginning of this Agreement upon, the failure of Lessee to repair or rebuild or restore, the Lessor may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.

- 9.4 Upon completion of all the work, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the Lessee and said costs are fair and reasonable and said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient the Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release the Lessee from any of its repair, maintenance or rebuilding obligations under this lease.
- 9.5 In the event the Lessee shall, at its expense, repair and replace any and all fixtures, equipment and other personal property necessary to properly and adequately continue its airport business on the Airport, in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, the rentals provided for elsewhere herein shall be proportionately abated during the period from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, provided, Lessee does not use said damaged Leased Premises or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. The proportional amount of reduction of rentals will be determined by the Lessor. Lessee agrees that such work will be promptly commenced and prosecuted to completion with due diligence; subject to delays beyond Lessee's control.
- 9.6 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of Sections 9.2, 9.3, 9.4 and 9.5 hereof, and the Lessee shall have the option to repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding, or, Lessee shall restore the Leased Premises to the condition which existed immediately prior to the beginning of this Agreement.

SECTION 10
LIABILITIES AND INDEMNITIES

- 10.1 Lessor shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sublessees or tenants, or their guest, licensees or invitees.
- 10.2 Lessee agrees to defend, indemnify, save and hold harmless, the Lessor, its officers, agents, servants and employees of and from any and all costs, liability, penalties, damages and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm, governmental entity or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Lessor personnel and Lessor property, and any claim of violation of any state, Federal or local law or regulation protecting human health or the environment, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its

agents, servants, employees, contractors, licensees, invitees, sublessees or tenants. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the Lessor. It is specifically agreed, however, that the Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal. This indemnity obligation shall not be construed to require Lessee to indemnify Lessor for its own negligence.

- 10.3 In addition to Lessee's undertaking, as stated in this Section, and as a means of further protecting the Lessor, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect liability insurance coverage as set forth in this agreement. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.
- 10.3.1 The Lessor reserves the right to increase the minimum liability insurance requirements set forth in this agreement. Following thirty (30) days written notice from the Lessor to Lessee, the Lessor may increase the minimum liability insurance requirements when in the Lessor's opinion, the risks attendant to Lessee's operations hereunder have increased commensurate with the other risks regulated by the Lessor. Lessee acknowledges and assents to the fact that failure to abide by this provision shall be considered a material breach and shall constitute grounds for immediate termination of this Agreement.
- 10.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to defend, indemnify and save and hold the Lessor, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any alleged or actual infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.
- 10.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall defend, indemnify and save harmless the Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

SECTION 11
RULES AND REGULATIONS

- 11.1 From time-to-time Lessor may adopt and enforce reasonable rules regulations, and policies with respect to the occupancy and use of the Airport including the leased premises. Lessee agrees to observe and obey any and all rules, regulations, and policies of the Airport as existing or as hereafter amended as well as all other Federal, State, and municipal rules, regulations, ordinances, and laws as existing or as hereafter amended and to require its officers, agents, guests, employees, contractors, and suppliers to observe and obey the same. Lessor reserves the right to deny access to the Airport and its facilities, including the Leased Premises to any person, firm, or entity that fails or refuses to obey and comply with such rules, regulations, policies, ordinances, or laws. Lessee hereby acknowledges receipt of a current copy of such Lessor rules, regulations, and policies. Notice of changes to rules, regulations, and policies may be made to Lessee by mail, email, or hand delivery.

SECTION 12
ASSIGNMENT AND SUBLEASE

- 12.1 Lessee covenants and agrees that this agreement is **Non-Assumable** and it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Upon the sale of any property which is subject to this lease, Lessee agrees to pay Lessor a transfer fee of \$500.00.
- 12.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the Lessor, shall entitle the Lessor at its option to forthwith cancel this Agreement.
- 12.3 Any assignment of this Agreement approved and ratified by the Lessor shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.
- 12.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the Lessor, sublet a portion or portions of the Leased Premises to a person or entity that is in the opinion of the Lessor compatible with Lessee's authorized airport business, but in no event shall the Lessee sublet any portion of the Leased Premises to a fixed base operator.
- 12.5 No consent by the Lessor to subleasing by the Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the Lessor set forth or arising from this Agreement and a termination of Lessee's sights hereunder shall ipso facto terminate all subleases.
- 12.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section, or if the Leased Premises is occupied by anyone other than Lessee, Lessor may collect from any

assignee, tenant, sublessee or anyone who claims a right to this Agreement or who occupies the Leased Premises, any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by Lessor of the agreements contained in this Section nor of acceptance by Lessor of any assignee, tenant, claimant or occupant, nor as a release of the Lessee by Lessor from the further performance by the Lessee of the agreements contained herein.

SECTION 13
CONDEMNATION

- 13.1 In the event that the Leased Premises or any material part thereof shall be condemned and taken by Lessor of eminent domain for any purpose during the term of this lease, rentals for that portion of the Leased Premises so taken shall be abated from the date that Lessee is dispossessed therefrom; provided, however, if, in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such dispossession) by giving Lessor thirty (30) days written notice of such termination.

SECTION 14
NON-DISCRIMINATION

- 14.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed 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, and as said Regulations may be amended.
- 14.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased 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 participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee shall use the Leased 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, and as said Regulations may be amended.

- 14.3 In this connection, the Lessor reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Lessor to cease and desist, will constitute a material breach of this Agreement and will entitle the Lessor, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 14.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the Lessor, a right to take such action as the United States may direct to enforce such covenant.
- 14.5 The Lessee shall indemnify and hold harmless Lessor from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse Lessor for any loss or expense incurred by reason of such noncompliance.

SECTION 15
GOVERNMENTAL REQUIREMENTS

- 15.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 15.2 The Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

SECTION 16
RIGHTS OF ENTRY RESERVED

- 16.1 The Lessor, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the Lessor, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 16.2 Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or

alterations thereto, as may, in the opinion of the Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the Lessor shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

- 16.3 In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, the Lessor or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the Lessor's sole negligence.
- 16.4 Exercise of any or all of the foregoing rights, by the Lessor, or others under right of the Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

SECTION 17
ADDITIONAL RENTS AND CHARGES

- 17.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from Lessor to perform or commence to perform any obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Lessor, or other tenants of the Airport, and Lessor so states in its notice to Lessee, the Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 17.2 If the Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum

or sums so paid or expense so incurred by the Lessor as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the greater of fifteen percent (15%) per annum or the rate which is four percent (4%) per annum above the prime rate as published by the Wall Street Journal, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

SECTION 18
TERMINATION

- 18.1 In the event of a default on the part of Lessee in the payment of rents, or any other charges required by this Agreement to be paid to the Lessor, the Lessor shall give written notice to Lessee of such default, and may demand the cancellation of this Agreement, or the correction thereof. If, within fifteen (15) days after the date Lessor gives such notice, Lessee has not corrected said default, and paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Leased Premises shall terminate.
- 18.2 This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:
 - 18.2.1 the filing by Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or,
 - 18.2.2 any institution of proceedings in bankruptcy against Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or,
 - 18.2.3 The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or
 - 18.2.4 The filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; or,
 - 18.2.5 The abandonment by Lessee of the conduct of its authorized Airport business at the Airport, and in this connection suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by the Lessor.
 - 18.2.6 The provisions of section 18.2.1 shall not apply to the pledge of all or any part of Lessee's assets as security for financing for the construction, operation, maintenance and repair of Lessee's improvements.

- 18.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the Lessor of written notice to remedy the same (except as otherwise provided in Section 5.3 (b) above) and, except default in the timely payment of any money due the Lessor, the Lessor shall have the right to cancel this Agreement for such cause.
- 18.4 Upon the default of Lessee, and the giving of notice by the Lessor to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided however, that should the Lessor determine that Lessee is diligently remedying such default to completion, and so advises Lessee in writing, said notice of cancellation may be held in abeyance. If, however, the Lessor determines that such default is no longer being diligently remedied to conclusion, the Lessor shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of the Lessor in this regard shall in all events be conclusive and binding upon Lessee.
- 18.5 Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and the Lessor shall have immediate right of possession to the Leased Premises.
- 18.6 Failure by the Lessor to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by the Lessor under the terms hereof, for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the Lessor to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

SECTION 19
TERMINATION BY LESSEE

- 19.1 In addition to any other right or cancellation herein given to Lessee, or any other rights to which it may be entitled to by law, equity or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due Lessor under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor written notice upon or after the happening of the following events:
- 19.1.1 Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's

business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

- 19.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as to substantially restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

SECTION 20
SURRENDER AND RIGHT OF RE-ENTRY

- 20.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up and quit claim the Leased Premises to the Lessor in at least the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, , and (b) damage to or destruction of the leasehold improvements for which adequate insurance proceeds are received by the Lessor. Upon such cancellation or termination, the Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the Lessor current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the Lessor, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

SECTION 21
SERVICES TO LESSEE

- 21.1 Lessor covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Lessor further agrees to use its best efforts to maintain the runways and taxiways in good repair. Lessor agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. Lessor also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities

or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with Lessor Ordinances governing same.

- 21.2 Lessee will contract with and obtain all required permits from the appropriate Lessor Departments for any utility services provided by Lessor, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the Lessor for similar users in the Lessor.
- 21.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

SECTION 22
SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

- 22.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Section 19 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.
- 22.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:
 - 22.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;
 - 22.2.2 an amount equal to all expenses incurred by Lessor in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees.
 - 22.2.3 an amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of Section 23.1.

SECTION 23
USE SUBSEQUENT TO CANCELLATION OR TERMINATION

- 23.1 The Lessor, upon termination or cancellation pursuant to Section 18 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.
- 23.2 Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 23.3 In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to minimize damages to Lessee under this Section.

SECTION 24
LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 24.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 25
NOTICES

- 25.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States

Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To Lessor: Airport Manager
 RICHARD B. RUSSELL REGIONAL AIRPORT
 304 Russell Field Road, NE
 Rome, Georgia 30165-9044

and

To: Chairman
 Floyd County Board of Commissioners
 P.O. Box 946
 12 East 4th Avenue, Suite 209
 Rome, Georgia 30162-0946

- 25.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

SECTION 26
HOLDING OVER

- 26.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become a tenant at will of the Lessor after written notice by the Lessor to vacate such premises. Continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 26.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the Lessor shall make the Lessee liable to the Lessor for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.
- 26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

SECTION 27
INVALID PROVISIONS

- 27.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

SECTION 28
MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

- 28.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

- 28.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

- 28.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental Lessor or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified. Notwithstanding the language in this subparagraph in the event of emergency wherein the Federal Airport Lessor orders the cessation of flight operations out of the **RICHARD B. RUSSELL REGIONAL AIRPORT** which exceeds ninety (90) days, Lessee may be excused from any rental obligations until the Federal Airport Lessor resumes flight operations at said airport.

Non-liability of Individuals.

- 28.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment

- 28.5 The Lessor covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions

- 28.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 28.7 This Agreement shall be performable and enforceable in The Superior Court of **Floyd County, Georgia**, to which Lessee consents to jurisdiction for all purposes and shall be construed in accordance with the laws of the State of Georgia.
- 28.8 This Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors and allowed assigns, and is not made for the benefit of any third party.
- 28.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 28.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 28.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 28.12 Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

SECTION 29
SUBORDINATION CLAUSES

- 29.1 This Agreement is subject and subordinate to the following:
 - 29.1.1 Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
 - 29.1.2 Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - 29.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

29.1.4 During the time of war or national, regional or local emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States for military, National Guard or other law enforcement or safety association or group, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease shall be suspended. During the term of that such emergency lease. Abatement of rentals shall be determined by the Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.

29.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

SECTION 30
ENTIRE AGREEMENT

30.1 This Agreement consists of Sections 1 to 30, inclusive, and Exhibit A.

30.2 This Agreement constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the Lessor and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LESSOR

Sworn to and subscribed before me
This _____ day of _____, 20____.

FLOYD COUNTY, GEORGIA

Witness

By: _____
Floyd County Commission Chairman, Lessor

Notary Public

ATTESTED

Commission Expires: _____
(SEAL)

BY: _____

LESSEE

PLACEHOLDER CORPORATE TENANT

Sworn to and subscribed before me

This ____ day of _____, 20__.

By: _____

Witness

Address:

Phone #:

Email:

Its: _____

Notary Public

Commission Expires: _____

















