

AGREEMENT FOR AIRCRAFT STORAGE
JOHN C. TUNE AIRPORT

THIS AGREEMENT FOR AIRCRAFT STORAGE is made and entered into by the parties herein authorized to do so and is effective as of the ___ day of _____, 2022 (the “Commencement Date”), by and between **THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY**, a public corporation (the “Authority”), and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a Tennessee municipal corporation (the “Operator”).

1. **GRANT OF USE.** Authority hereby grants revocable permission to Operator to use the following facility space/s (the “Facility Space/s”), in common with other Operator/s facility space/s, located at John C. Tune Airport (the “Airport”) for the storage of aircraft identified below (the “Aircraft”).

Facility Space: Hangar location # 513

Aircraft: N702MP, N703MP, N704MP, N706MP

2. **TERM; USE.** The term of this Agreement (“Term”) shall commence on the date first written above, and shall terminate on June 30, 2025. Notwithstanding any other terms or provisions of this Agreement, either Authority or Operator may terminate this Agreement by giving the other written notice of such termination not less than sixty (60) days prior to the automatic renewal date or natural termination date of this Agreement. Upon termination of this Agreement, Operator shall remove all property and restore the Facility Space/s covered by this Agreement to the condition it was at the beginning of this Agreement.

Operator hereby agrees that the Facility Space shall be utilized for the storage of the Aircraft owned or leased by Operator and/or other aeronautical equipment, and for related materials or objects that do not present a hazard or interfere with storage of aircraft, in accordance with the permitted and prohibited uses set forth in more detail in Exhibit A, and which may be updated from time to time. The Facility Space may not be used for the operation of a non-aeronautical business. Operator may request storage of a different Aircraft owned or leased by Operator, which approval may be granted by Authority in writing, at its sole discretion. Operator shall comply with all Applicable Rules and Regulations. “Applicable Rules and Regulations” means all present and future laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and municipal authorities and agencies, their respective agencies, departments, authorities and commissions and all present and future grant assurances provided by Authority to any governmental authority in connection with Authority’s ownership or operation of the Airport; and all other rules, regulations, policies and procedures of Authority, as the same may be amended, modified or updated from time to time. Governmental authorities shall include, without limitation: Authority, The Metropolitan Government of Nashville and Davidson County, the State of Tennessee, the United States Department of Transportation, the Federal Aviation

Administration and the Transportation Security Administration. Specifically, Operator should read and be familiar with the Rules and Regulations for the use of Airports and Facilities for Nashville International Airport and John C. Tune Airport, effective September 1, 2020, and as may be updated from time to time.

Under no circumstances shall Operator engage in any FAR Part 61, 121, 135, 137, 141 or 145 operations without the prior written consent of Authority, which Authority may withhold in its sole discretion. Any such consent of Authority shall be limited to the specific circumstances set forth in such consent and shall not be construed to mean that such action shall be permitted to continue on an on-going basis. Operator shall have no right to alter or modify the Facility Space in any way without the prior written consent of Authority, which Authority may withhold in its sole discretion. Nothing contained in this Agreement shall be construed to impose upon Authority any duty or obligation to enforce any Applicable Rules and Regulations against any other person or entity, and Authority shall not be liable to Operator for violation of the same by any other person or entity, or the representatives, employees, agents, Operators or invitees of such person or entity.

3. **AUTHORITY'S RIGHT OF ENTRY.** The Authority shall retain duplicate keys to the Facility Space and shall have the right to enter the Facility Space at any time to inspect and determine whether Operator is in compliance with the terms and conditions of this Agreement and to preserve the overall safety and operation of the Airport.

4. **FEE; SECURITY DEPOSIT.** Commencing on August 1, 2022, Operator shall pay to Authority during the first year of the Term (ending June 30, 2023) a monthly fee (the "Monthly Fee") in the amount of **\$2,863.64** per month, in advance and without notice on the first day of each month of the Term. The Monthly Fee and any other amounts due from Operator to Authority hereunder shall be paid to Authority via check or electronic transfer. Operator will incur a Fifteen Dollar (\$15.00) late fee on payments received after the (Tenth) 10th day of each month. The Monthly Fee will be reviewed on an annual basis and shall be adjusted annually based on operating expenditures and the most recently published Consumer Price Increase for All Urban Consumers ("CPI-U"). In no event shall the Monthly Fee decrease below \$2,100. Any adjustment to the Monthly Fee shall be effective on July 1st of each calendar year after notice to Operator from Authority of such adjustment. The Authority will provide Operator notice by April 1st of each calendar year of the new Monthly Fee, or upon the Commencement Date of this Agreement, whichever is later.

Upon execution of this Agreement, Operator shall deposit with Authority an amount (the "Security Deposit") equal to \$1,050.00 in the form of a check or electronic transfer to be held by Authority as security for the performance by Operator of the terms of this Agreement. The Authority reserves the right to increase the required Security Deposit at any time upon sixty (60) days notice to Operator, and Operator must provide the increased amount within that sixty (60) day period. The Security Deposit shall remain on deposit with Authority for the term of the Agreement, and, in addition to any and all other remedies available to it hereunder or otherwise, Authority shall have the right, at its sole option and at any time, to use the Security Deposit or any part thereof in whole or partial satisfaction of any amounts due to Authority under the terms of this Agreement. In the event that Authority shall at any time so use the Security Deposit or a part thereof, Operator shall, on demand of Authority and within ten (10) business days, deposit with Authority additional cash so as to

maintain the Security Deposit at all times at the full amount required; all such additional deposits shall be subject to all the conditions of this Agreement. Within thirty (30) days after the termination of this Agreement, Authority shall return the Security Deposit to Operator, less any amounts then due from Operator to Authority under this Agreement. Operator hereby waives any right to any interest which may be earned or accrued on the Security Deposit during the Term and agrees that Authority shall have no obligation to hold such Security Deposit in a segregated account and Authority may commingle such Security Deposit with its other funds. The Authority may, but is not required to, apply Operator's waitlist deposit, if any, to the required Security Deposit at the time of execution of this Agreement.

5. **WAIVER OF CERTAIN CLAIMS; INDEMNITY BY OPERATOR.** Each Party agrees to be responsible for its own negligent acts or omissions or those of its officers or employees arising out of this Agreement, to the extent permitted by law. Additionally, Operator agrees that Authority shall not be responsible for any and all damages to person or property (including, without limitation, damages caused by water, wind, lightning, storm, snow, frost, steam, excess heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding) sustained by Operator or by any other person or entity, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Airport, or from any equipment or appurtenance therein, or from any accident in or about the Airport, or from any act or neglect of any other Operators or operators at the Airport or of any other person or entity. If any damage to the Facility Space/s, whether belonging to Authority or to other Operators or operators of the Facility Space/s, results from any act or neglect of Operator, or its representatives, employees, agents, operators or invitees, Operator shall be liable therefor and Authority, at its option, may repair such damage and Operator, upon demand by Authority, shall reimburse Authority for all costs of such repairs and damages. The aircraft and all personal property belonging to Operator, or its representatives, employees, agents, operators, or invitees, that is in the Facility Space shall be there at the risk of Operator or such person or entity only and Authority shall not be liable for damage thereto or theft or misappropriation thereof.

6. **UTILITIES.** In the event that Operator maintains equipment such as air conditioners, heaters, compressors, etc. that sustain a large draw upon utilities, Operator may be held responsible and liable for the cost of all electricity, heat, gas, and/or water (collectively, the "Utilities") supplied to the Facility Space, whether or not such Utilities are separately metered to Operator. Authority shall not be liable under any circumstances for loss or injury to property or any person or entity occurring through, in connection with, or incidental to the furnishing of Utilities. Authority also shall not be liable for any stoppage or interruption of Utilities.

7. **TAXES.** Operator shall be responsible for any taxes levied on Operator's use of the facility space.

8. **DAMAGE OR DESTRUCTION BY CASUALTY.** If the Facility Space/s is/are damaged by fire or other casualty and if such damage renders all or a substantial portion of the Facility Space/s unusable for the purposes of this Agreement, this Agreement shall terminate from the time of such determination by Authority. In the event that Operator is displaced due to damage or destruction

by casualty the Authority will make every reasonable attempt to place Operator in another hangar until the damage is repaired.

9. **REMEDIES.** In the event of a breach of this Agreement by Operator, Authority may terminate this Agreement by giving to Operator written notice of Authority's election to do so, in which event this Agreement shall terminate, and all right, title and interest of Operator hereunder shall expire on the date stated in such notice. In lieu of termination, Authority may, but is not required to, impose a monetary penalty in the amount of one hundred and fifty dollars (\$150.00) for a violation of the terms of this Agreement after providing written notice to the Operator and providing Operator a reasonable cure period, which shall not be less than five (5) days. Operator acknowledges that the assessment and demand by Authority, and the payment by Operator, of any such penalties do not waive, limit, or otherwise affect any rights or remedies of Authority as set forth in this Agreement. Authority also may enforce the provisions of this Agreement and may enforce and protect the rights of Authority hereunder by a suit or suits in equity or at law for the specific performance of any covenant or Agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, recovery of all money due from Operator under the provisions of this Agreement.

Upon termination of this Agreement, if Operator has not restored the Facility Space/s to the condition it was at the beginning of this Agreement, Authority may do so and Operator will be liable for such expense. Operator shall pay all of Authority's costs, charges and expenses, including, without limitation, reasonable attorneys' fees, incurred in enforcing Operator's obligations under this Agreement, incurred by Authority in any action brought by Authority in which Authority is the prevailing party, or incurred by Authority in any litigation, negotiation or transaction in which Operator causes Authority, without Authority's fault, to become involved or concerned.

10. **INSURANCE.** During the Term hereof, Operator shall maintain aircraft liability and property damage insurance, including hangarkeepers liability insurance on an occurrence basis, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence naming Authority and its commissioners, officers and employees as additional insureds. Operator shall furnish to Authority, prior to the Commencement Date, a certificate of insurance evidencing such insurance coverage, which certificate shall state that such insurance coverage may not be cancelled without at least thirty (30) days' prior written notice to Authority, provided, however, that Authority shall have the right to require Operator to cause to be delivered a copy (certified by Operator as a true, correct and complete copy) of each insurance policy required hereunder and Authority shall not be limited to accepting a certificate of insurance. Operator is required to inform Authority of any changes to its insurance coverage, and submit renewal of insurance certificates, all of which may be submitted electronically to CommercialDevelopment@flynashville.com. Authority shall have no responsibility or liability whatsoever for maintaining any insurance coverage relating to damage to the Aircraft or any other property of Operator or any of its representatives, employees, agents, operators or invitees or relating to injuries to any persons.

11. **NONWAIVER.** No waiver of any condition expressed in this Agreement shall be implied by any neglect of Authority to enforce any remedy on account of the violation of such condition whether or not such violation is continued or repeated subsequently, and no express waiver

shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

12. **BROKERS.** Operator and Authority each represents that it has not dealt with any broker in connection with this Agreement and agrees to indemnify and hold the other party harmless from all damages, liabilities, claims, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from any claims or demands of any broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with the negotiation of this Agreement and based on any Agreement or understanding with the indemnifying party.

13. **HAZARDOUS SUBSTANCES.** For purposes of this Agreement, "Hazardous Material" means any substance or material that is or becomes regulated, defined or designated, by any federal, state or local governmental authority, as hazardous, extremely hazardous, imminently hazardous, dangerous or toxic, or as a pollutant, contaminant or waste, and shall include, without limitation, oil and petroleum products and by-products and asbestos. For purposes of this Agreement, "Environmental Laws" means any federal, state or local law, regulation, ordinance, code or rule relating to the emission, discharge, release or threatened release of a Hazardous Material, or relating to the manufacture, generation, processing, distribution, use, treatment, storage, transport or disposal of any Hazardous Material. During the Term, Operator shall not, and shall not authorize any other person or entity to, (a) generate, manufacture, process, treat, transport, or abandon any Hazardous Material at, on, in or under the Facility Space/s; or (b) cause or allow a release or spill of any Hazardous Material at, on, in or under the Facility Space/s. Additionally, the application of deicing chemicals or salt to melt snow and ice is prohibited. Aircraft deicing fluid may be stored in the hangar and added to an aircraft deicing system, but shall not be used externally on aircraft or other surfaces. Operator agrees to comply, at its sole cost and expense, with all applicable Environmental Laws during the Term. Operator shall indemnify, defend and hold Authority, and its commissioners, employees, officers, successors, assigns, representatives, agents, operators and invitees, harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, proceedings, costs and expenses arising from, or attributable to, any breach by Operator of its obligations under this Section 13. Operator's obligations under this Section 13 shall survive the termination or expiration of this Agreement.

14. **TITLE AND COVENANT AGAINST LIENS.** Authority's interest in the Facility Space is paramount and always shall be paramount to the rights or interest of Operator and nothing contained in this Agreement shall empower Operator to do any act which can, shall or may encumber the interest of Authority in the Facility Space/s. Operator covenants and agrees not to suffer or permit any lien (including, without limitation, those of mechanics or materialmen) to be placed upon or against the Facility Space/s or against Operator's interest hereunder and, in the case of any such lien attaching, to discharge such lien within ten (10) days after Operator's receipt of written notice of the filing of such lien, at Operator's sole cost and expense, either by the payment thereof or by bonding over such lien. Operator has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Operator, operation of law or otherwise, to attach to or be placed upon the Facility Space. If any such lien so attaches and Operator fails to pay and remove the same within ten (10) days, Authority, at its election, may pay and satisfy such lien and in such event the sums so paid by Authority, with interest from the date of Authority's payment thereof at the

highest lawful rate of interest permitted to be charged by applicable law, shall be deemed to be an additional amount due and payable by Operator at once without notice or demand.

15. **MISCELLANEOUS.** Operator shall not sub-license or assign or transfer in any way its rights hereunder without written approval by the Authority. No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon Authority or Operator unless in writing signed by Authority and Operator. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement.

All understandings, permits and agreements, oral or written, previously made between the parties hereto relating to the subject matter hereof are merged into this Agreement, which alone fully and completely expresses the Agreement between Authority and Operator. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm, association or other entity.

This Agreement does not represent or constitute an estate in land or an interest in real property. The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be held to be void or invalid, the same shall not affect the remainder hereof, which shall be effective as though the void or invalid provision had not been contained herein.

16. **NOTICES.** All notices, approvals, consents, demands and other communications required by this Agreement must be in writing to be effective and, unless Operator consents to electronic delivery, personally delivered or sent by certified United States Mail, postage prepaid, or by a recognized delivery service that provides registered and verifiable shipment or airbill tracking and delivery record, with costs prepaid, to the addresses set forth below:

To Authority: Metropolitan Nashville Airport Authority
Nashville International Airport
140 BNA Park Drive, Suite 520
Nashville, TN 37214
Attention: Commercial Development

Operator: Metropolitan Nashville Police Department
600 Murfreesboro Pike
Nashville, TN 37210

Phone: _____ other / E: _____

The person and place to which notices are to be sent may be changed by a party hereto upon written notice to the other.

Optional Electronic Delivery Consent: Operator has consented to electronic delivery of notices required under this agreement instead of mailing or other form of physical delivery: (Operator to initial if opting in).

No: _____

Yes: _____ Initial: _____

17. NONDISCRIMINATION PROVISIONS.

17.1 Compliance with Nondiscrimination Requirements:

During the performance of this agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”), agrees as follows:

A. Compliance with Regulations: The Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.

B. Nondiscrimination: The Operator, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractors or supplier will be notified by the Operator of the Operator’s obligations under this agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of an Operator’s noncompliance with the non-discrimination provisions of this agreement, the sponsor will impose such agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Operator under the agreement until the Operator complies; and/or

2. Cancelling, terminating, or suspending an agreement, in whole or in part.

F. Incorporation of Provisions: The Operator will include the provisions of paragraphs A. through F. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subOperator, or supplier because of such direction, the Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

17.2 Required Clauses:

The following clauses will be included in leases entered into by the Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The lessee for himself/herself, his/her 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:


1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

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

THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY:

APPROVED:



John Corbitt
Assistant VP, Commercial Development


APPROVED AS TO FORM & LEGALITY:



Legal Counsel

OPERATOR:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:



Abraham Wescott, Director
Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:



Kelly Flannery, Director
Department of Finance

APPROVED AS TO INSURANCE:



Director of Insurance

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

EXHIBIT A

The below lists are guidelines for hangar storage at John C. Tune Airport. This Exhibit A shall not prohibit the Authority from exercising any of its other rights hereunder and the presence or absence of any item listed here does not constitute an approval. This Exhibit A may be amended, modified or updated from time to time by the Authority or as required by other Governmental authorities.

Prohibited items:

- Vehicle Storage (Automobiles, motorcycles, recreational vehicles, and boats)
- Kerosene/Propane Heaters
- Fuel Cans (Unless in fire approved cabinet)

Uses not permitted include:

- use as a residence or for agricultural activities;
- operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;
- activities that impede the movement of the aircraft in and out of the hangar or other aeronautical contents of the hangar;
- activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- storage of household items that could be stored in commercial storage facilities;
- long-term storage of derelict aircraft and parts;
- storage of items or activities prohibited by local or state law;
- storage of fuel and other dangerous and Hazmat materials; or
- storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

Permitted uses include:

- storing active aircraft;
- sheltering aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational aircraft;
- constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
- storing aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars' primary use;
- storing materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use;
- storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture; or parking a vehicle at the hangar while the aircraft usually stored in that hangar is flying.



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

June 10, 2022

To: Ronald Colter, Public Metro Public Property

**Re: MNPD HANGAR AGREEMENT
Planning Commission Mandatory Referral #2022M-026AG-001**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A resolution approving an agreement between The Metropolitan Government of Nashville and Davidson County and the Metropolitan Nashville Airport Authority for use of the property commonly known as the John C. Tune Airport for the storage of aircraft, aeronautical equipment, and other related materials for the Metropolitan Nashville Police Department.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Milligan".

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: *Metro Clerk*

