



Short Term Lease Aircraft Rental Agreement

Leasing: Airbus Helicopters, Inc. ("Lessee") will rent from the Metropolitan Nashville Police Department ("Lessor"), one Airbus Helicopters Model H125, S/N 9160, FAA Registration No. N849NP (the "Aircraft") for an approximately five-day period, beginning on or about March 3, 2023, to be used for ferry and static display purposes at the HAI Heli-Expo 2023 show, to be held in Atlanta, Georgia. Said rental shall be known as the Rental Period(s) ("Rental Period(s)") and shall commence following mutual agreement of the parties with the taking of possession of the Aircraft by an authorized representative of Lessee and shall terminate with the relinquishing of possession of the Aircraft by Lessee to Lessor or Lessor's designee.

Rental: Lessee agrees to pay Lessor a fee of \$1,200 per flight hour which will apply to both the ferry flight(s) to and from Atlanta, Georgia by Lessor's pilots. During the remainder of the Rental Period, the Aircraft will be static displayed on a non-flight basis at the convention, and Lessee agrees to pay Lessor a fee of \$1,200 per day for each day the aircraft is static displayed. These fees will be in the form of a credit to Lessor's Trade Account with Lessee. Lessor will provide two personnel to Lessee for the duration of the Rental Period to assist with Aircraft operations. Lessee will provide HAI Heli-Expo 2023 show entrance badges to these two (2) Lessor personnel, as well as lodging and reimbursement of meal expenses for those individuals, based on applicable government rates and actual receipts submitted to Lessee.

Maintenance: During the Rental Period, Lessee shall be responsible for expenses incurred by Lessee including fees or assessments, consumables such as fuel and oil, and daily helicopter maintenance, which will be performed by qualified maintenance personnel. Lessee shall not be responsible for any maintenance, repairs, or inspections not resulting out of the use of the aircraft. Other than negligence or abuse, Lessee shall not be responsible for parts, except consumables, which fail during the intermittent rentals.

Use: Fuel quantity shall be noted at delivery and the aircraft shall be returned with same quantity. Lessee will be responsible for all ground handling of the Aircraft while at the convention and while the Aircraft is in Lessee's possession.

Damage: Lessee shall be responsible for damage to the Aircraft incurred during the Rental Period. Lessee shall notify Lessor of all damages to the aircraft during a Rental Period. Damages in excess of \$5,000 shall be reported to Lessor prior to commencing repair.

Insurance: Lessee shall provide aviation liability insurance in the amount of \$10,000,000 naming Lessor as additional insured with respect to operations of the Lessee. Lessee shall provide \$7,000,000 of all risk hull insurance on the Aircraft during the Rental Period naming Lessor as Loss Payee including Breach of Warranty and providing for notice to Lessor in the event of cancellation or material change.

Indemnification: Lessee shall indemnify and hold harmless Lessor, its officers, agents, and employees, from any claims, damages, costs, and attorney fees, for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees, and/or agents, including its sub or independent contractors (other than Lessor), in connection with the performance of the contract.

Governing Law and Venue: This contract shall be governed by the laws of the State of Tennessee. Any lawsuit concerning this contract shall be maintained in a court located in Davidson County, Tennessee.

Effective Date: This contract shall not be binding upon the parties until it has been signed first by the Lessee and then by the authorized representatives of Lessor and has been approved by the Metropolitan Council.

Acknowledged and agreed this ____ day of _____, 2023.

Lessor:
Metropolitan Nashville Police Department

by John C. Duke

Title _____

Lessee:
Airbus Helicopters, Inc.

DocuSigned by:
by Tina Manning
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Title _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/mjw
Kelly Flannery, Director
Department of Finance *tje*

January 24, 2023
Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb
Director of Insurance
Metropolitan Government

January 24, 2023
Date

APPROVED AS TO FORM AND LEGALITY:

Phylinda Ramsey
Assistant Metropolitan Attorney

January 24, 2023
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date