

EAA CHAPTER 105

SUB-LEASE OF PROJECT SPACE AT THE CHAPTER HANGAR

1. The Chapter hangar is located in hangars G1 and G3 at the Twin Oaks Airpark in Hillsboro, Oregon. The owner of the Hangar is Twin Oaks Airpark, Inc. which has granted the Chapter a long-term lease. The Chapter has invested considerable capital assets in the Hangar and pays monthly and annual amounts for rent, heating, electricity, and insurance and has invested in tools for the Hangar. The Hangar has lights, heat, electricity, and is plumbed for air.

2. Sub-leases are assigned by the Chapter Facilities Manager to chapter members selected on a first come first served basis from a waiting list after first ordering the list according to the following priorities:

- a. homebuilders nearing final assembly
- b. chapter sanctioned group projects
- c. homebuilders in stages prior to final assembly
- d. members working on general aviation projects
- e. hangar storage for members

3. The entire project space in G1 rents for \$305 per month and the entire project space in G3 rents for \$305 per month, and in any event not less than the existing rate for other similarly sized hangars in Row G. Because a project may not need the entire space, the Chapter Facilities Manager may assign a fraction of this rent to a sub-lessee willing to share the space. The fraction will reflect the proportion of space actually used, except that if G1 or G3 is occupied by a single project, the project owner shall pay rent AT LEAST equal to one-half the rent for the entire space even if his/her project occupies less than one-half the space, it being the policy of the Chapter to promote sharing of the Project Hangar by several chapter members' projects, and in recognition of the fact that electricity used for lights and propane used for heat in the winter month's is the same for one or more occupants. For the same reasons, a project at the final assembly stage (wings, empennage, and engine mounted) shall be deemed to be using AT LEAST three-fourths of the space in G1 or G3 unless there is more than one other project under way in the same hangar. Space may also be leased for less than one month.

4. Sub-lessee agrees to occupy the space assigned by the Chapter Facilities Manager for the use of an aviation related project in hangar G _____. Sub-lessee acknowledges that the rent is \$ _____ per month/week/day, payable in advance. The rent for a month-to-month sub-lease is due the first of each month. A late fee of \$15 will be assessed for payments made beyond the grace period of five calendar days. Payment may be made either in person or via mail to: EAA Chapter 105, Attn: Jenny Hickman, Treasurer, 24172 S. Skylane Drive, Canby Oregon 97013. The postmark will determine if a payment is late.

5. The sub-lease period will commence beginning _____. Thereafter, a month-to-month tenancy may continue provided that no other Chapter member would be deprived of space because the Sub-lessee is not making reasonable progress on his/her project. The rental rate will increase proportionate to the increase in hangar rental rates in Row G. The rental rate will increase if the Sub-lessee becomes the sole occupant of G1 or G3 and is paying less than one-half the total rent. The rental rate will increase as the Sub-

lessee's project progresses and takes up more space precluding sub-leasing to other projects. The rental rate may decrease if additional tenants sub-lease space in the same hangar. The Chapter Facilities Manager will provide written notice of any changes to the sub-lessee.

The schedule for rent in G3 will be as follows based on the number of sub-lessees in G3 at the beginning of the month;

one sub-lessee with room for two or three more will pay one-half the rental rate for G3;
one sub-lessee with room for one more will pay three-fourths of the rental rate for G3;
one sub-lessee with room for no more will pay the entire rental rate for G3;
two sub-lessees with room for two more will each pay one-fourth the rental rate for G3;
two sub-lessees with room for one more will share three-fourths of the rental rate for G3 based upon their proportionate share of space utilized as determined by the Chapter Facilities Manager;
two sub-lessees with room for no more shall share the entire rental rate for G3 based upon their proportionate share of space utilized as determined by the Chapter Facilities Manager;
three sub-lessees with room for one more shall each pay one-fourth of the rental rate for G3;
three sub-lessees with room for no more shall share the entire rental rate for G3 based upon their proportionate share of space utilized as determined by the Chapter Facilities Manager;
and
four sub-lessees shall each pay one-fourth of the rental rate for G3.

The schedule for rent in G1 will be determined by the Chapter Facilities Manager at his sole discretion, but shall not exceed \$305. Sub-lessees of space in G1 and G3 acknowledge that other chapter members will have ready access to G1 for meetings, socialization, access to the library, and power tool utilization at any time, and sub-lessees agree not to do anything that would hinder such utilization of G1 by other chapter members. The Chapter Facilities Manager shall have the authority to exclude anyone who interferes with a sub-lessee's project or a sub-lessee's ability to work on sub-lessee's project.

Sub-lessee acknowledges that he has read the Chapter's Policy Regarding Use of the Chapter hangar, and that it is the intent of the parties hereto that this sub-lease be interpreted consistently with that Policy.

6. Sub-lessee of a month-to-month tenancy agrees to notify the Chapter Facilities Manager immediately of any intent to vacate. The Chapter agrees to notify Sub-lessee immediately of any need to vacate. Such notice must be at least 15 days prior to the vacate date. The Chapter Facilities Manager may terminate the lease or may increase the rent if the Sub-lessee is not making reasonable progress on his/her project and there are other chapter members on the waiting list for hangar space.

8. Sub-lessee agrees to pay a security deposit at the beginning of the sub-lease amounting to one month's rent or the rent for any shorter period. This sum shall be refunded by the Chapter in a timely manner less any amount needed for cleaning or repairs required to restore the space to its original condition.

9. Sub-lessee acknowledges the following:

- a. there shall be no hazardous activity such as welding, stripping, or spray painting carried out in the hangar (priming with rattle cans and brushes excepted).

- b. any permanent or temporary modifications to the building structure are prohibited without prior approval of the Chapter Facilities Manager.
- c. the hangar space must be kept clean and free of fire hazards, including the storage of any flammable or volatile items other than the usual small quantities of cleansers used for cleaning and maintaining one or two aircraft.
- d. storage of fuel or oil is limited to 3 gallons in approved containers except in aircraft tanks and engines.
- e. work on aircraft can only be done by members of EAA Chapter 105 on aircraft owned by chapter members, by the chapter, or by entities established by chapter members to own aircraft. Owner assisted annuals on normal category aircraft conducted in the hangar shall only be conducted by Twin Oaks Airpark, Inc. mechanics unless otherwise agreed by Twin Oaks Airpark, Inc. Work on aircraft can also be done by Aviation Explorers, Civil Air Patrol Cadets, or other similar groups for educational purposes.
- f. no commercial operations are permitted.
- g. motor vehicles (cars, trucks and motorcycles) will be parked in the hangar or at the end of the hangar when possible. No motor vehicles may park in front of the hangar unless the driver is present. Motor vehicles may not park on ramps or taxiways.
- h. hangar space may not be used for the storage of non-aviation related property.
- i. aircraft engines shall not be started in the hangar, and aircraft shall not taxi into or out of the hangar.

10. Sub-lessee acknowledges that the Chapter is not providing sub-lessee any property insurance. The Chapter recommends the sub-lessee acquire appropriate insurance for their belongings, including in process insurance for the sub-lessee's project. If such insurance is acquired, the chapter and Twin Oaks Airpark, Inc. shall be named as additional insureds, and provided with a certificate of such insurance. Completed aircraft of sub-lessees must have all risk insurance for physical damage to the aircraft with the chapter and Twin Oaks Airpark, Inc. named as additional insureds, and each of them provided with a certificate of such insurance. Sub-lessee further acknowledges that all Chapter members and others may have access to G1 at any time, and may have access to G3 on occasion, and although it is the Chapter's policy to disturb the work area as little as possible, the Chapter is not liable for any theft, vandalism or damage to the Sub-lessee's aircraft, project, tools, equipment, or possessions, and the sub-lessee agrees to release, indemnify and hold the chapter, its directors, officers and members, harmless from any and all claims for loss or damages to the sub-lessee's aircraft, project, tools, equipment or possessions, including but not limited to claims for negligence. The Chapter will provide the sub-lessee with a key to the man door to G1, and a key to the interior double door to G3, which shall not be copied, and shall be returned to the Chapter upon termination of the sub-lease. Sub-lessees may re-program the combination lock to G3, but shall notify the Chapter Facilities Manager, the airport owner, and their fellow sub-lessees of the new combination.

11. Sub-lessee agrees to be conservative in the use of energy. No heaters other than the chapter's furnaces are allowed. Sub-lessee shall not carry out any dangerous procedures or activities. The sub-lessee will indemnify and hold the Chapter harmless from any damages of any kind caused by the sub-lessee.

12. The Chapter Facilities Manager is charged with monitoring the cleanliness of the space and is authorized to ask the sub-lessee to tidy up his/her area.

13. The Chapter President will adjudicate any dispute between the Chapter Facilities Manager and the sub-lessee. The Chapter President's decision may be appealed to the board of directors, whose decision shall be binding on the Chapter and the Sub-lessee.

14. This sub-lease is not assignable by the sub-lessee.

15. The sub-lessee may not sub-let any of sub-lessee's space.

16. Any written notice may be provided by hand delivery, regular mail, or e-mail.

17. Any tenants in G1 are obligated to move their aircraft or project out one night a month if requested by the Chapter for a Chapter hangar event.

Dated this ____ day of

Sub-lessee

EAA Chapter 105

By _____
Chapter President

By _____
Chapter Secretary