

## LEASE OF AIRPORT FACILITIES

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 1997, by and between the **Penn Valley Airport Authority**, R.D. #4, Box 128, Selinsgrove, Pennsylvania, 17870 (the "Authority") and **The Susquehanna Valley Amateur Radio Club** ("Tenant"). In consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

### ARTICLE I

1.01. **Demised Premises.** (a) Authority does hereby demise and lease unto the Tenant and the Tenant does hereby rent from the Authority the facilities identified as follows:

The free-standing building commonly known as the "CAP Building"

(b) Together with all easements, rights, privileges and appurtenances belonging to the demised premises and the use, in common with others, of the parking area, sidewalks, alleys, roadways, means of ingress and egress, common areas, and service areas, which use shall be for itself, its officers, employees and invitees.

1.02. The Authority shall have the right to review the parking areas, sidewalks, alleys, roadways, means of ingress and egress, common areas, and service areas it shall deem necessary for the proper operation of the Penn Valley Airport by the Authority, provided that no such revision shall deprive the Tenant of reasonable parking and access to the adjoining highway or to the runway.

### ARTICLE II - USE AND RESTRICTIONS

2.01. **Use of Premises.** The Premises are leased to the Tenant to be used solely for club meetings, planned special events (with the prior approval of the Authority which approval shall not be unreasonably withheld) and emergency support operations.

2.02. **Restrictions on Use of Premises.** (a) Tenant shall not use or permit the use of the Premises for any other use without first obtaining the written consent of the Authority which consent shall not be unreasonably withheld.

(b) Tenant may **not** sublet the Demised Premises.

- (c) No sign shall be permitted without the consent of the Authority, which consent shall not unreasonably be withheld.

### **ARTICLE III - TERM**

**Duration.** This Agreement shall begin as of the date of execution and delivery of the required certificate of insurance and shall be and remain in force for twelve months thereafter.

### **ARTICLE IV - RENT**

4.01. **Amount.** Rent shall be paid monthly beginning on the commencement date defined above and every thirty (30) days thereafter in the amount of \$50.00. However, Tenant shall be permitted to offset against the rent any expenditures for materials used to repair or refurbish the Premises provided the Authority is provided with receipts or other written verification.

### **ARTICLE V - TENANT'S OBLIGATION**

5.01. Tenant shall use the Premises only as permitted by Article II hereof and in compliance, with the rules and regulations of the Authority. Tenant shall not commit or cause to be committed any waste on the Premises nor shall he maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use or permit the Premises to be used for any unlawful purposes.

5.02. Tenant accepts the Premises following Tenant's inspection and in "as is" condition. At the conclusion of the term hereof as the same may be extended, Tenant shall return the Premises to the Authority in its present condition reasonable wear and tear excepted.

5.03. Tenant shall make no alterations or improvements to the Premises without the Authority's prior written approval. Tenant shall make any such improvement or alterations in a careful, workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations. All improvements and/or fixtures made or placed upon the Premises shall at all times be and remain the property of the Authority.

5.04. Tenant shall, before taking possession of the Premises secure from a good and responsible company doing insurance business in the State of Pennsylvania and shall maintain during the entire term of this Lease as the same may be extended public liability insurance in the amount of \$ 250,000. Naming Authority as an additional insured and certificate holder.

5.05. During the term hereof as the same may be renewed, Tenant shall protect and indemnify and save harmless Authority from and against any and all liabilities, damages, costs, expenses (including attorney's 's fees), causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of or relating to injury or the death of persons or damage to property of the Authority or third persons in any manner arising out of or connected with Tenant's operations or activities pursuant to this Agreement or Tenant's violation of any provision, term or condition of this agreement or the violation of any law, statute, ordinance, rule or regulation including the rules and regulations which may from time to time be adopted by the Authority.

5.06. Except as set forth herein, Tenant shall maintain the Premises in its present condition as on the date hereof, reasonable wear and tear excepted.

## ARTICLE VI - DEFAULT

6.01. **Default.** The following shall be considered events of default under this agreement:

(a) Tenant's failure to pay within five (5) days of its due date the monthly payment referred to in paragraph I hereof or to pay in accordance with terms any other obligation to Authority which shall include, but not be limited to fuel purchases.

(b) Tenant applies for, consents to acquiesces in or suffers the appointment of a trustee or a receiver for Tenant or for a substantial part of the property of Tenant; any assignment by Tenant for the benefit of its creditors; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding instituted by or against Tenant.

(c) Tenant shall fail within twenty (20) days after notice of a lawsuit or any proceeding to contest in good faith or take reasonable corrective measures with respect to any litigation or proceedings then pending against tenant, the outcome of which in the judgment of the Authority would materially and adversely affect the Tenant's ability to perform under this Agreement.

(d) Tenant's default in the performance of any Tenant's agreements and covenants herein set forth and in the Lease Agreement between the parties hereto executed contemporaneously herewith.

(e) The attempted voluntary assignment by tenant or any transfer by operation of law or otherwise of all or any portion of this agreement without the prior written consent of the Authority, which consent shall not be unreasonably withheld.



(f) Any assignment or transfer of this Lease Agreement any change in ownership of its capital stock or equity securities without the prior written consent of the Authority; provided, however, that in the event that the purchaser or successor is able to demonstrate to the Authority's satisfaction that such purchaser or successor is able to comply with and satisfactorily perform all of the terms of this Lease Agreement, the Authority's consent will not be unreasonably withheld.

Upon the happening of any such event of default, the Authority shall have the immediate right to declare a default and to issue a Tenant a written declaration of default and notice of intention to terminate within ten (10) days in the case of any default under 9(a) or (b) above the within thirty (30) days of any other default. In the event that the default is not cured within such time period as may be applicable, this Lease Agreement shall terminate without further notice.

**6.03. Confession of Judgment in Ejectment.** When and as soon as the term hereby created or any extension shall have expired, it shall be lawful for any attorney as attorney for Tenant to file an agreement for entering in any competent court an amicable action and judgment in ejectment against Tenant and all persons claiming under Tenant for the recovery by Authority of possession of the demised premises, for which this lease shall be his sufficient warrant, whereupon, if Authority so desires, a writ of possession may issue, without any prior proceedings whatsoever, and provided that if, for any reason, after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Tenant. Authority shall have the right upon any subsequent default or defaults, or upon the termination of this lease, to bring one or more amicable action or actions to recover possession of the said premises.

## **ARTICLE VII - GENERAL PROVISIONS**

**7.01. Concurrent Remedies.** No right or remedy herein conferred on or reserved to the parties is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative or every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

**7.02. Non-Waiver.** No covenant or condition of this Agreement may be waived except by the written consent of the parties. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the second party to which the same may apply, and, until complete performance by the second party of any covenant or condition, the first party shall be entities to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

**7.03. Entire Agreement.** This Agreement constitutes the entire agreement between the Authority and Tenant and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. It shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

7.04. **Notices.** Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinabove set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

7.05. **Gender and Number.** Whenever the context of this Lease requires the masculine gender includes the feminine or neuter, and the singular number includes the plural.

7.06. **Time.** Time is of the essence in this Agreement and in each and all of its provisions.

7.07. **Pennsylvania Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Snyder County, Pennsylvania.

7.08. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

7.09. **Legal Construction.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

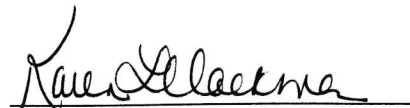
7.10. **Assurances.** This Lease shall incorporate herein by reference the Assurances which are part of any existing FAA Grant Agreements and the parties hereto bound thereby.

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

SUSQUEHANNA VALLEY AMATEUR  
RADIO CLUB

BY: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

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PENN VALLEY AIRPORT AUTHORITY

  
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