

**BISBEE DOUGLAS INTERNATIONAL AIRPORT**  
 6940 N. Air Terminal Road/1415 Melody Lane, Bldg C  
 Douglas, AZ 85607/Bisbee, AZ 85603  
 (520) 364-2771/(520) 432-9735

**HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT is by and between COCHISE COUNTY, a political subdivision of the State of Arizona, as lessor (hereinafter referred to as the "COUNTY"), and the person referenced in Paragraph 1 of this Lease Agreement as the Lessee (hereinafter referred to as the "LESSEE"):

**1. GENERAL INFORMATION FOR LEASE.**

(PLEASE PRINT)

Lessee Name: <b>Javier Armenta DBA</b>		
Company (if applicable): <b>Just Aviation LLC</b>		
Telephone Numbers:		
Home:	Work: <b>(520) 227 0076</b>	Mobile:
Email:		
Mailing Address: <b>1321 6th St</b>		
Street/PO Box:		
City, State, Zip: <b>Douglas AZ 85607</b>		
Person to Contact in an Emergency (other than Lessee): <b>Mel Moore</b>		Telephone: <b>(520) 826 3494</b>
Aircraft Make, Model and Serial Number:		Reg. #
Make: <b>CESSNA</b>	<b>152 II 15284175</b>	<b>N6516H</b>
Model:		
Serial Number:		
Name(s) of Registered Owner(s) of Aircraft: <b>Javier Armenta</b>		
Initial Rent: <b>\$525<sup>00</sup>/month</b>	Term Date Start: <b>September 1, 2016</b>	Receipt of Insurance Cert. General Liability: Yes No  Aircraft: Yes No  Worker's Compensation: Yes No  Vehicle Liability Insurance: Yes No  Employer Liability Insurance: Yes No

2 LEASE. The COUNTY hereby grants to LESSEE a revocable lease to store operational aircraft in a tie-down, shaded area, or aircraft hangar (collectively referred to herein as "leased hangar area" or "premises"), which is located at the Bisbee-Douglas International Airport (hereinafter "Airport") and more specifically identified as follows:

I. Building T-4096

(This section must be completed by the County Facilities Director)

A. The leased hangar area shall be used for the storage of aircraft owned, leased, or under a long term use agreement by LESSEE. Perform annual inspections and repair on customers general aviation aircraft. Aircraft being repaired will be in the hangar only so long as the repairs take. Operational aircraft stored within the hangar must be insured, registered with the COUNTY Facilities Director, and, where required by the Federal Aviation Administration ("FAA"), aircraft shall be registered with that agency and the LESSEE shall, in that event, file a Certificate of Aircraft Registration for the aircraft with the COUNTY Facilities Director. Storage of any operational aircraft within the leased hangar area that is not properly registered and insured shall be deemed to be a breach of this Lease Agreement.

B. Storage of supplies for minimum preventative maintenance of the aircraft is permitted, but LESSEE shall not store or use flammable, environmentally harmful or damaging, combustible chemicals or materials at or in the leased hangar area. LESSEE shall not create a danger, risk, or nuisance or perform any other act or thing which interferes with the quiet enjoyment of the Airport by COUNTY, any other lessee, tenant, or member of the public.

C. Except where modified or amended by terms of this Lease Agreement, provisions of Arizona Revised Statutes, Title 33, Chapter 3, Landlord and Tenant, shall apply. Where terms of this Lease Agreement and the Arizona Revised Statutes conflict, terms of this Lease Agreement shall control, unless expressly prohibited by law.

D. LESSEE is not authorized to use the leased premises as a residence, nor, for any other purpose other than as specified in paragraph 2, above. Use of the premises for any other purpose other than as specified in paragraph 2, above, will be considered a breach of the Lease Agreement.

3. TERM. The term of this Lease Agreement shall commence on the date referenced in Paragraph 1 of this Lease Agreement as the term start date and shall continue on a month-to-month basis until terminated as provided in Paragraph 15 of this Lease Agreement.

4. RENT. LESSEE shall pay to the COUNTY as monthly rent, without deduction, setoff, prior notice, or demand, the appropriate amount for the leased Hangar area as shown on the then-current Schedule of Fees. This monthly rent shall be subject to change by resolution of the Board of Supervisors of Cochise County. The initial monthly rent shall be the amount referenced in Paragraph 1 of this Lease Agreement. Upon entering this lease, LESSEE agrees to pay pro-rated rent for the balance of the calendar month in which the lease commences and the next full month's rent, plus an additional full month's rent as a security deposit. Thereafter the LESSEE shall be billed on the first of each month for the next month's rent payment, of which shall be due no later than the first day of the month for which rent is paid. Rent not paid when due is subject to late fees and penalty charges as shown in the then-current COUNTY Schedule of Fees and may be treated as a material breach in default of this Lease Agreement pursuant to Paragraph 16, below. The security deposit, minus deductible expenses, shall be applied to the last month's rent or, if LESSEE makes timely payment of the last month's rent, shall be reimbursed

to the LESSEE after termination of the lease, to the extent required by law. LESSEE assumes all risk of loss if payments are made by mail.

5. **INDEMNIFICATION.** COCHISE COUNTY, its elected officials, agents, employees, volunteers, or contractors and their employees shall not be liable to LESSEE. LESSEE hereby waives all claims, damages, losses and fines against COCHISE COUNTY, its elected officials, agents, employees, volunteers or contractors and their employees for any injury or damage to any person or property in or about the leased hangar area or in or about any part of airport property by or from any cause whatsoever, except injury or damage to LESSEE resulting from the sole negligent acts or omissions of COCHISE COUNTY, its elected officials, agents, employees, volunteers or contractors and their employees. Further, LESSEE assumes all risk of personal or financial loss arising from this Lease Agreement.

LESSEE shall hold COCHISE COUNTY, its elected officials, agents, employees, volunteers and contractors and their employees harmless from and defend them against any and all claims damages, losses, or liabilities for incidental or consequential loss or claim and any injury or damage to any person or property whatsoever (1) occurring in, on, or about the LESSEE's leased hangar area, and (2) occurring in, on or about any part of the airport property when that injury, damage, loss, or liability was caused in part or in whole by the act, neglect, fault of or omission of any duty by the LESSEE, its agents, servants, employees, participants, students or invitees.

6. **RELEASE AND DISCHARGE.** COCHISE COUNTY shall not be responsible for, and assumes no liability arising from vandalism, fire, smoke, theft, damage or loss to LESSEE's property, including without limitation, the aircraft or any other items unless such vandalism, fire, smoke, theft, damage or loss is solely the fault of COCHISE COUNTY. LESSEE hereby releases and discharges COCHISE COUNTY from all claims, damages, losses, liabilities and demands by LESSEE for loss of or damage to LESSEE's person, employees, property, income or profit.

7. **INSURANCE REQUIREMENTS.** LESSEE shall obtain and maintain during the term(s) of this Lease Agreement, aircraft liability and general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of the aircraft arising from or related to the rental of the leased hangar area or airport area. The limits of aircraft liability and general liability shall be no less than \$1,000,000 per person/per occurrence. For both aircraft liability and general liability, COCHISE COUNTY, its elected officials, officers, employees, agents, and volunteers shall be added as additional insureds. The policies shall be endorsed to state that they shall not be canceled or the limits reduced prior to thirty (30) days written notice being provided to COCHISE COUNTY. Certificates of Insurance evidencing the above insurance shall be provided to the Facilities Director at the execution of this Lease Agreement and annually thereafter or at any time thereafter at the request of the Facilities Director. COCHISE COUNTY reserves the right, in its sole discretion, to revise these insurance requirements prior to the execution of this Lease Agreement or at any time thereafter, with thirty (30) days prior written notice to LESSEE.

The General Liability Insurance shall include a \$2,000,000 general aggregated and \$2,000,000 products completed operations aggregate. The additional insured endorsement will be as broad as ISO CG20101185.

The aircraft liability, general liability and worker's compensation policies required herein shall include a waiver of subrogation against COCHISE COUNTY, its board, elected officials, agents, employees, volunteers, contractors and their employees.

For LESSEE employers with one or more employees, the LESSEE employer shall maintain statutory worker's compensation insurance and employer's liability insurance of \$1,000,000 per accident, \$1,000,000 per disease and \$ 1,000,000 all disease.

If required by COCHISE COUNTY, LESSEE shall obtain and maintain vehicle liability insurance of \$100,000 combined single risk for all vehicles.

COCHISE COUNTY shall be provided copies of all required insurance policies within 21 days of its request to LESSEE.

LESSEE shall require its subcontractors to obtain and maintain all INSURANCE REQUIREMENTS as expressed or stated in this paragraph.

The insurance policies, coverage or limits required in this Lease Agreement will in no manner or way limit the INDEMNIFICATION or RELEASE AND DISCHARGE obligations as expressed or stated in paragraphs 5 and 6 of the Lease Agreement.

**8. REPAIR AND MAINTENANCE.** LESSEE shall immediately inform the Facilities Director, by phone and in writing at the address and phone number provided in paragraph 13 below, of any and all repairs to the leased hangar area that LESSEE believes necessary or appropriate. COCHISE COUNTY shall maintain the Hangar roof vents and the Hangar doors, door rollers and guides. LESSEE shall maintain the airport area and leased hangar area in good and neat appearance and in a safe condition at all times. Subject to the sole discretion of COCHISE COUNTY, LESSEE, at its sole cost and expense, shall immediately clean-up and properly dispose of environmental damage or spills, and repair any and all damage to the leased hanger area or airport area caused or contributed to or alleged to have been caused or contributed to by LESSEE, its agents, participants, students, employees and/or invitees. Upon termination of this Lease Agreement, LESSEE shall return the leased hangar area to COCHISE COUNTY in substantially the same condition as it existed at the commencement of this Lease Agreement, with the exception of ordinary wear and tear, as solely determined by COCHISE COUNTY.

**9. RIGHT TO INSPECT.** COCHISE COUNTY and its authorized officers, agents, employees, volunteers, contractors, subcontractors and other representatives shall have the right to inspect the leased hangar area at any time and without notice to LESSEE. LESSEE shall provide COCHISE COUNTY with a copy of any key LESSEE uses to lock or secure the leased hanger area, storage cabinets or areas, or any personal property of LESSEE.

**10. FUELING.** No fueling of any aircraft may be conducted while any part of the aircraft is in the Hangar. All self-fueling of aircraft on airport premises shall be conducted in accordance with the applicable FAA rules and regulations and Cochise County Regulations.

**11. COMMERCIAL ACTIVITY.** LESSEE shall not conduct any commercial activity at or in the leased hangar area or at or on airport property, unless such activities are pursuant to a separate written agreement signed by both LESSEE and COCHISE COUNTY.

**12. ALTERATIONS TO HANGAR.** LESSEE shall not make or cause to be made any alterations or improvements to the airport area or leased hangar area, including modifications or alterations of the leased hangar area or the hangar's electrical installations or equipment, without first securing the written consent of the Facilities Director. The Facilities Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with Airport Policy and all applicable building, zoning and fire codes. Upon the termination of this Lease Agreement, at the sole option of COCHISE COUNTY: (1) The alterations or improvements shall become the property of COCHISE COUNTY and shall remain on the premises; or (2) LESSEE shall remove all alterations or improvements and return the leased hangar area to COCHISE COUNTY in substantially the same condition as the leased hangar area existed at the commencement of this Lease Agreement.

**13. NOTICES.** Any notices required to be given under this Lease Agreement shall be in writing and shall be deemed properly delivered, given or served when personally delivered to the Facilities Director or to LESSEE, or in lieu of such personal service, sent by United States mail, addressed to LESSEE at the address referenced in Paragraph 1 of this Lease Agreement as LESSEE's mailing address and to COCHISE COUNTY as follows: Cochise County, Attention Facilities Director, 1415 Melody Lane, Bldg C, Bisbee, AZ 85603; (520) 432-9730.

In the event of personal service, notice shall be deemed given when personally served. In the event of service by certified or registered mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mail post box, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. In the event of service by express overnight mail, notice shall be deemed to have been given forty-eight (48) hours after deposit of same with carrier. LESSEE shall keep his current mailing address and telephone number on file with the Facilities Director during the term of this Agreement and shall notify the Facilities Manager in writing within fifteen (15) days of any change of address or telephone number.

**14. ASSIGNMENT.** The Lease is personal to LESSEE and shall not be assigned, sublet or otherwise transferred in whole or in part to any other person or entity. A prohibited assignment, sublet or transfer of interest will be deemed to have occurred if an aircraft not owned, or leased or under a long term use agreement by LESSEE and properly registered is stored at or in the leased hangar area without the prior written consent of COCHISE COUNTY.

**15. TERMINATION.** This lease may be terminated for any reason by either COCHISE COUNTY or LESSEE upon ten (10) days' prior written notice to the other party.

**16. MATERIAL BREACH OR DEFAULT OF LEASE AGREEMENT.** The occurrence of any of the following, which shall include but not be limited to, constitute a material breach or default of this Lease Agreement by LESSEE:

A. Failure to pay rent under this Lease Agreement when due.

B. Except as otherwise specifically provided in this Lease Agreement, failure to perform any other provision of this Lease Agreement, if the failure to perform is not cured, at the sole discretion of COCHISE COUNTY, within ten (10) days after notice of the failure has been

given to LESSEE. If the breach or default cannot be reasonably cured within ten (10) days, LESSEE shall not be in breach or default of this Lease Agreement if LESSEE commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the default.

C. At sole discretion of COCHISE COUNTY, performing any work, services, operations or functions not the subject of or intent of this Lease Agreement or within the scope of this Lease Agreement.

D. At sole discretion of the COCHISE COUNTY, failure to operate, perform work or services or maintain the hanger or hanger area in a safe and environmentally sound manner.

COCHISE COUNTY, at any time after LESSEE commits a material breach or default of this Lease Agreement, may elect to cure the breach or treat LESSEE as being in default, in either instance at LESSEE's cost. Upon failure of LESSEE to pay rent when due, COCHISE COUNTY may impose late fees pursuant to the then-current Schedule of Fees, or may immediately or at anytime thereafter until all rent and late fees are paid, treat the LESSEE as being in default and terminate the Lease pursuant to provisions of Paragraph 15 and A.R.S. § 33-301, *et seq.* If COCHISE COUNTY, at any time, by reason of LESSEE's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by COCHISE COUNTY shall be due immediately from LESSEE to COCHISE COUNTY at the time the sum is paid, and if paid at a later date shall be subject to late fees and penalty charges as shown in the then-current COCHISE COUNTY Schedule of Fees. The sum, together with the late fees or penalty charges, shall be an additional fee owed to the COCHISE COUNTY pursuant to this Lease Agreement.

17. **ENTIRE AGREEMENT.** This Lease Agreement contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the leased hangar area or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the leased hangar area or the parties hereto, which originated before the date of this Lease Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Lease Agreement unless otherwise expressly stated in this Lease Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by COCHISE COUNTY and LESSEE.

[THIS SECTION INTENTIONALLY LEFT BLANK]

**18. DATE OF AGREEMENT.** The date of this Lease Agreement shall be that date that it shall have been signed by the parties hereto.

**IN WITNESS WHEREOF,** the parties have caused this Lease Agreement to be signed by their duly authorized representatives.

**LESSEE**

By: Javier Armenta M

Dated: 05, 18, 2016

[Printed Name] Javier Armenta

**COCHISE COUNTY**

By: \_\_\_\_\_  
Richard Searle, Chairman  
Cochise County Board of Supervisors

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Arlthe Rios, Clerk of Board

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**APPROVED AS TO FORM:**

By: [Signature]  
Cochise County Attorney's Office

Dated: 06, 18, 16