

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ by and between the **LAWTON METROPOLITAN AREA AIRPORT AUTHORITY**, a public trust, hereinafter called “Authority”, and _____, hereinafter called “Lessee”.

W I T N E S S E T H:

WHEREAS, the Authority is vested with control and jurisdiction over the Lawton-Ft. Sill Regional Airport, hereinafter called the “Airport”, by virtue of a lease agreement between the Authority and the City of Lawton, Oklahoma, a municipal corporation; and

WHEREAS, Authority wishes to have a quality food concession and gift shop facility available to patrons of the Airport; and

WHEREAS, Lessee desires to provide the food/gift services and vending service at the Airport,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, Authority and Lessee do hereby covenant and agree as follows:

1. PURPOSES AND AUTHORITY: This lease agreement is made for the purpose of authorizing Lessee to engage in commercial activities on the Lawton-Ft. Sill Regional Airport as a restaurant service, which includes the right of Lessee to operate a restaurant and related activities.
2. DESCRIPTION OF LEASED PREMISES: Authority, for the term, and at the rentals, and upon the terms, conditions and covenants hereinafter more particularly set forth, does hereby grant, demise and let unto Lessee, and the Lessee does hereby hire and take, that portion of property at the Airport in the City of Lawton, Comanche County, Oklahoma, located in the Terminal Building depicted in the drawing attached as Exhibit A, marked as “Restaurant Area”. Lessee may operate a restaurant within the Restaurant Area and may operate amusement devices and vending machines within that area.
3. TERM: The term of this agreement shall be for a period of _____.

4. RENT: During the term of this agreement, Lessee shall pay to Authority as rental the sum of \$ _____ per month will be paid by the _____ of each month. Rent for the first three months will be waived as approved by the Authority. Rent shall be delinquent if not paid by the ten days after the due date of each month. A late charge of ten percent (10%) will be added to any delinquent rent payments.
5. UTILITIES:
 - A. Authority shall provide the following utility services to the leased premises: electricity, natural gas, water, sewer and trash removal from a specified exterior dumpster
 - B. Lessee shall directly pay to its providers all charges for telephone or other communication services or other special equipment required or used on the leased premises and shall indemnify Authority against liability or damages on such account.
6. EXCLUSIVE RIGHT: Lessee is granted an exclusive right for the sale of prepared food, drinks, restaurant operations and other directly related activities within the confines of the Airport terminal building.
7. OPERATIONAL REQUIREMENTS: Lessee shall adhere to the following operational requirements:
 - A. Lessee shall assure that the restaurant is fully operational seven (7) days per week, with the exception of Thanksgiving, Christmas and New Years Day. On those holidays, the restaurant may be closed. In the event the terminal building is closed due to severe inclement weather or emergency conditions, the restaurant may close concurrently with the terminal building closure.
 - B. Hours of operation will be from 4:00 a.m. to 6:00 p.m. at a minimum. This requirement may change due to changes in airline schedules. Lessee is free to operate longer hours at its discretion.
 - C. Lessee shall provide restaurant services to all persons desiring said service on a fair and nondiscriminatory basis, with the menu and prices to be charged posted in such location as to be visible to all patrons.
 - D. Lessee shall assure that the restaurant is operated and maintained in a clean and presentable condition at all, times, to include all the leased premises and the equipment therein.

- E. Courteous and attentive service must be provided to restaurant patrons at all times. Lessee will respond to any complaints in a prompt and professional manner.
 - F. Lessee agrees that it will not use the leased premises, or any part thereof, or permit the same to be used by any of its sublessees, tenants, officers, agents or employees, for any illegal purpose.
 - G. Lessee shall commit no nuisance upon the leased premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of a nuisance on said leased premises.
 - H. Authority retains the right to disallow Lessee's use of particular amusement devices or vending machines if Authority, in its sole discretion, believes such devices to be offensive to some airport patrons.
8. COMPLIANCE WITH LAWS: Lessee agrees that it will at all times during the term of this lease comply with all applicable ordinances, laws, rules and regulations of the City of Lawton, Comanche County, State of Oklahoma, and of the United States of America, and of any political division or subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws or ordinances or make and enforce rules or regulations with respect to the leased premises or the airport, including, but without limiting the generality of the foregoing, such rules and regulations of the Authority as are not inconsistent with the rights herein granted Lessee. Lessee shall take out and keep current all licenses and permits required for the conduct of its business at the Airport and pay promptly when due all fees therefor.
9. NONDISCRIMINATION: agrees that in its use of the leased premises it will not, on the grounds of race, creed, color or national origin, discriminate, nor permit discrimination, against any person or group of persons in any manner prohibited by the Federal Aviation Regulations. Lessee further agrees that it will use the leased premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. Authority shall have the right to terminate this lease agreement and hold the same for naught upon violation of any of said regulations by Lessee.

10. INSURANCE:

- A. Lessee shall maintain the following insurance coverage at its sole cost and expense:
 - i. Commercial general liability insurance applicable to Lessee's activities or leased premises providing on an occurrence basis, a per occurrence limit of no less than \$1,000,000.
 - ii. Causes of loss-special form (formerly "all risk") property insurance covering the leasehold improvements and Lessee's trade fixtures, equipment, furniture and other personal property within the leased premises in the amount of full replacement cost thereof.
 - iii. Worker's Compensation insurance as required by the State of Oklahoma and in amounts as may be required by applicable statute.

- B. Any company underwriting any of Lessee's Insurance shall have, according to A.M. Best Insurance Guide, a Best's rating of not less than A- and a Financial Size Category of not less than VII. All commercial general liability, business automobile liability and umbrella liability insurance policies shall name Authority (or any successor), as "additional insureds" and shall be primary with Authority's policy being secondary and non-contributory. If any aggregate limit is reduced because of losses paid to below 75% reduction. All policies of Lessee's insurance shall contain endorsements that the insurer(s) shall give Authority and its designees at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Lessee shall provide Authority with a certificate of insurance and all required endorsements evidencing Lessee's insurance prior to the date Lessee is provided access to the Airport and upon renewals at least ten (10) days prior to the expiration of the insurance coverage. All of Lessee's insurance policies, endorsements and certificates will be on forms and with deductibles and self-insured retention, if any, reasonably acceptable to Authority. The limits of Lessee's insurance shall not limit Authority's liability under the Lease.

11. INDEMNIFICATION: Lessee agrees to indemnify, defend and save the City of Lawton and the Authority, their authorized agents, officers, representatives and employees harmless from and against any and all penalties, liability, loss, cost or expense resulting from any claim or court action of any nature, and arising directly or indirectly out of the acts of Lessee, its sublessee or

their agents, employees, guests or business invitees under this agreement or by reason of any act or omission of such persons.

12. MAINTENANCE:

- A. The Authority shall be responsible for maintenance of the building, to include floors, walls, roof, imbedded plumbing and electrical, heating ventilation and air conditioning. The authority will repair any water damage to the leased premises that results from roof leaks or failures in the imbedded plumbing.
- B. Lessee shall maintain, repair and replace all equipment, furniture, plumbing fixtures, fire extinguishing systems, light bulbs and interior finishes. Lessee shall be responsible for regular maintenance and cleaning of grease traps and drains, as well as any water damage resulting from its failure to regularly clean such drains.

13. LEASEHOLD IMPROVEMENTS: Lessee shall have the right to make changes or alterations to the leased premises, or to construct additional improvements thereon, subject to the following conditions:

- A. No construction, change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of any building or structure upon the leased premises.
- B. No construction, erection or installation of structures, or improvements, alterations or additions to the leased premises shall be undertaken or permitted by Lessee without the prior written consent of Authority, which consent shall not be unreasonably withheld.
- C. No construction, change or alteration shall be undertaken until Lessee shall have procured and paid for all required City of Lawton and other governmental permits and authorizations of the various City departments and governmental subdivisions having jurisdiction.
- D. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and city governments, and the appropriate departments, commissions, boards and the officers thereof, and Lessee shall procure certificates of occupancy and other certificates required by law.

14. LIENS: Lessee shall not commit or suffer any act of neglect whereby the leased premises, including improvements of the Lessee thereupon or therein, or the estate of Lessee in the same, at any time during the term of this lease agreement shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless the Authority against all liens, charges and encumbrances and all expenses resulting therefrom, including reasonable attorney fees, it being expressly understood that Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the said leased premises or any portion thereof.

15. TERMINATION:

A. If any one (1) or more of the following events shall occur, that is to say:

- i. Lessee shall become file any insolvency actions, or shall take insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or
- ii. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Lessee and shall not be dismissed within sixty (60) days after the filing thereof; or
- iii. The letting of the interest of Lessee under this lease shall (without prior approval of the Authority) be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or
- iv. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee or liquidator shall take possession of all or substantially all of the property of LESSEE, and such possession or control shall continue in effect for a period of fifteen (15) days; or
- v. Lessee shall voluntarily abandon, desert or vacate the leased premises, or after exhausting or abandoning any right of further appeal, Lessee shall be prevented

for a period of ninety (90) days by action of any governmental agency from using the leased premises, regardless of the fault of Lessee; or

- vi. Any lien shall be filed against the leased premises because of any act or omission of Lessee and shall not be discharged or contested by Lessee in good faith by proper legal proceedings within twenty (20) days; or
- vii. Lessee shall fail to pay any rental or to make any other payment required hereunder within ten (10) days from the date the same is due; or
- viii. Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this lease on its part to be kept, performed or observed within ten (10) days after its receipt of notice of default thereunder from the Authority (except where fulfillment of its obligations requires activity over a period of time, and Lessee shall have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then, upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Authority may, by fifteen (15) days written notice, terminate the letting and Lessee's rights hereunder with the exception of default under Para 15 (vii) above for failure to pay rent, no notice is required, any termination to be effective upon the date specified in such notice.

- B. The Authority will, as an additional remedy upon the giving of notice of termination, as provided in part A of this section, have the right to re-enter said leased premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of Lessee under this lease agreement, and shall in no event constitute an acceptance of surrender.
- C. Lessee may terminate this lease agreement in its entirety if any one (1) of the following events shall occur, to-wit:

- i. Provide the Authority with 30- day written notice of cancellation.
 - ii. The breach by Authority of, or its failure to perform, any of the covenants or agreements herein contained, and either the failure of Authority to remedy such breach for a period of thirty (30) days from and after receipt of a written notice of the existence of such breach, or where remedy or performance by Authority requires activity or a period of time, the failure of Authority within said thirty (30) day period to commence such remedy or performance and continue the same without interruption, subject to the availability of public funds therefor.
 - iii. The inability of Lessee to use said leased premises and facilities for a period longer than ninety (90) days by reason of the acts by the public enemy during the existence of a state of war, declared or undeclared.
 - iv. The assumption by the United States Government or any authorized agency thereof, of the operation, control, use of the airport and facilities, or any substantial portion or portions thereof, in such a manner as to substantially restrict the Lessee, for a period of at least ninety (90) days, from engaging in its business at or upon the leased premises.
- D. Upon termination or expiration of this lease agreement, Lessee shall vacate the leased premises in the good order and repair that such property now is, reasonable wear and tear and damages by the elements excepted, and shall remove all its property therefrom. Authority shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for breach of any other condition or covenant of this lease. Lessee may at any time prior to or upon termination of this lease agreement or any renewal or extension thereof remove from the leased premises all materials, equipment and property of every other sort or nature installed by Lessee thereon, providing that such property is removed without substantial injury to the leased premises. No injury shall be considered substantial if it has been previously waived in writing by the Authority, or it is promptly corrected by restoration to the condition prior to the installation of such property if so requested by Authority. Any such property not removed within thirty (30) days from the termination of this lease agreement shall become the property of the Authority.

16. WAIVER: No acceptance by Authority of rentals, fees, charges or other payments, in whole or in part, for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Lessee shall be deemed a waiver of any right on the part of Authority to terminate the letting for like or other or succeeding breach or default. A waiver, express or implied, by Authority of any default of Lessee, or by Lessee of any default of Authority, in the performance of any of the covenants, terms or conditions of this lease agreement shall not be deemed or considered to be a waiver of any other matter, and it is mutually covenanted and agreed that the various rights, powers, privileges, options and remedies of Authority and Lessee herein respectively contained shall be construed to be cumulative, and no one of them shall be deemed to be exclusive of the other, or exclusive of any rights, powers, privileges, options or remedies provided by law.
17. ASSIGNMENT: Lessee shall not at any time sell, convey, transfer, mortgage, pledge or assign this lease agreement or the leased premises, either in whole or in part, nor any of its rights, title, interest or privileges hereunder, without the prior written consent of Authority; provided, however, that such consent shall not be unreasonably withheld.
18. DESTRUCTION OF PREMISES: In the event the leased premises shall be so damaged or destroyed by fire or other casualty as to be substantially destroyed, then either party may elect within thirty (30) days after such damage to terminate this lease agreement by giving to the other a written notice of such termination, and thereupon, both parties shall stand released of and from all further liability under this lease agreement, and any prepaid rental shall be prorated between the parties as of the date of such destruction. If neither Authority nor Lessee shall have notified the other of its intention to cancel this lease agreement within said thirty (30) day period, then this lease agreement shall remain in full force and effect, and Authority shall proceed immediately, using all reasonable diligence, to repair and replace said leased premises herein left in as good a condition as they were before the destruction. During the time that said premises are untenable, there shall be an abatement of rent, but in case the leased premises are not substantially destroyed, but only partially destroyed, then the leased premises shall be restored by Authority with due diligence to as good a condition as they were just prior to the destruction, and a just proration of the rent hereinbefore referred to shall be made until the leased property shall have been so restored as to make them suitable for continued operation of the business.
19. CONDEMNATION: If, and in the event, the whole of any of the leased premises shall be taken pursuant to the power of eminent domain, or if, and in the event, any partial taking of the same

shall render the leased premises or the remainder of the same demised to Lessee reasonably unusable for the uses permitted Lessee hereunder, this lease agreement shall terminate as of the date possession shall be taken by the condemner, and any prepaid but unearned rental shall be repaid to Lessee. If only a part of the leased premises shall be condemned without rendering the remainder thereof reasonably unusable, the lease shall terminate as to the part taken and the rental for the remainder shall be reduced prorata as of the date of possession. All compensation and damages payable by reason of the condemnation of the leased premises shall be payable to Authority without any apportionment to Lessee, but Lessee shall have the right to claim and receive from the condemning authority (but not from the Authority) a prorata portion of any compensation and damages payable for any improvements constructed by Lessee upon or in the leased premises, the Lessee's portion to be determined by the ratio the unexpired term this lease agreement bears to the total term. Lessee shall also have the right to claim and receive from the condemning authority the amount of any expense incurred by Lessee in restoring any damage to its improvements constructed upon or in said premises.

20. SUBORDINATION:

- A. This lease agreement shall be subordinate and subject to all the terms and provisions of a certain lease agreement between the City of Lawton and the Lawton Metropolitan Area Airport Authority dated February 10, 1970.
- B. This lease agreement shall further be subordinate in all respects to the provisions of any existing or future leases or contracts between the Authority and the United States Government or any agency thereof relative to aircraft operating areas of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport. In the event of any inconsistency between the occupancy by Lessee of the leased premises and the Lessee's use thereof pursuant hereto, this lease agreement or the particular terms and conditions affected thereby shall be mutually suspended or terminated without Authority being liable for damages.
- C. During the time of national emergency or war, whether declared by Congress or not, Authority shall have the right to enter into any agreement with the United States Government for any military use of part or all of the landing area, the publicly owned air navigation facilities and all other areas and facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the

provisions of this agreement with the said government, shall be automatically suspended without the Authority being liable for damages.

D. Nothing contained in this Article shall detract from or limit, nor be construed to detract from or limit, the rights of Lessee to seek damages or compensation from parties other than Authority in the event of the execution of any such agreement described above, the terms of which are or may be inconsistent with the rights of Lessee under this lease.

21. APPROACH PROTECTION: Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the Lessee, or any other person, from erecting, or permitting to be erected, any building or other structure on the airport which in Authority's sole opinion would either limit the usefulness of the airport, constitute a hazard to aviation, or prevent or inhibit the proper air or ground control of aircraft.

22. LITIGATION:

A. If, and in the event the Authority shall, without any fault, be made a party to any litigation commenced by or against Lessee arising out of Lessee's use or occupancy of the leased premises or attributable to any structure placed thereupon or therein by Lessee (other than condemnation or like proceedings), then Lessee shall and will pay all costs and reasonable attorney fees incurred by or imposed upon the Authority in connection with such litigation, and Lessee shall also pay all costs and reasonable attorney fees which may be incurred or paid by Authority in enforcing the covenants and agreements of this lease agreement, including the costs of collection of delinquent rentals and other charges.

B. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

23. GENERAL:

A. NOTICE: All notices herein authorized shall be in writing and may be given by personal service or by certified mail. No oral notice shall have any legal effect. Notice to the Authority shall be given to the Airport Manager or the Chairman of the Lawton Metropolitan Area Airport Authority. Notices to Lessee shall be given to the manager of Lessee's operation at the leased premises or by certified mail to Lessee.

- B. **SUCCESSORS:** Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, agreements, requirements and obligations of this lease agreement shall, whenever applicable, extend to and bind and inure to the benefit of Authority and Lessee, and the legal representatives, successors and assigns of either and both of them.
- C. **INTERPRETATION:** The language in all parts of this lease agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against Authority or Lessee. This lease agreement shall be construed and performance thereof shall be determined according to the laws of the State of Oklahoma.
- D. **PARAMOUNT AGREEMENT:** This lease agreement supersedes any and all other agreements entered into by the parties hereto prior to the execution of this lease agreement covering the subject matter hereof.
- E. **AMENDMENTS:** This lease agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of subsequent date hereto executed by both parties by their respective officers or other persons duly authorized.
- F. **SEVERABILITY:** In the event any term, covenant or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or provision herein contained, provided that such invalidity does not materially prejudice either the Authority or the Lessee in their respective rights and obligations contained in the valid terms, covenants or provisions hereof.
- G. **SECTION HEADINGS:** The sectional headings throughout this instrument are for the convenience of Authority and Lessee and are not intended to be used to construe the intent of this lease or any part thereof, or to modify, amplify or aid in the interpretation or construction of any of the provisions thereof.

IN WITNESS WHEREOF, the Authority and the Lessee have caused this lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

Authority

Lawton Metropolitan Area Airport Authority, a public trust

By: _____
Chairman

(seal)

Attest:

Lessee

By: _____

(seal)

Attest:
