

## AIRPORT/AVIATION OPERATIONS ADDENDUM

This Addendum amends the Commercial Lease Agreement between \_\_\_ and the University entered \_\_\_\_\_. As used herein "Airport" shall mean the Max Westheimer Airport and its surrounding area.

1. The language in Section 3.1.3 is omitted from the Lease.
2. The following language is added to Section 3.2.2:

All Tenants shall pay the University a refundable deposit of \_\_\_\_\_(\$ \_\_\_\_\_) prior to occupying Leased Premise, except any Tenant with an existing Lease as of June 1, 2020, will not be required to pay a deposit under this Lease, if they continue to lease the same space.

3. The language in Section 3.2.5.4 is omitted from the Lease.
4. The following language is added to the Lease as Section 3.2.5.5:

Tenant shall ensure that Hangar doors are closed at all time except during ingress and egress, after which the doors shall be immediately closed. Tenant shall make arrangement with their servicing FBO regarding these requirements.

5. The following language is added as Section 3.2.5.6:

Aviation Easement. The University reserves for itself, and its licensees, an aviation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. University reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Tenant or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport, which would conflict with such standards and Governmental Requirements.

TENANT SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH TENANT MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST UNIVERSITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE LEASED PREMISES.

Tenant shall (a) not allow any tree or other vegetation to remain on the Leased Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b)

use, permit or suffer the use of the Leased Premises is such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (c) not permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended.

"Airspace" means for the purposes of this Section, any space above the ground level of the Leased Premises. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion, which powers said aircraft in flight. It is understood and agreed that the covenants and agreements in this section shall run with the land.

6. The following language is added to Section 4.1.1 of the Lease.

Tenant shall pay to the University each year, for the full term of the Agreement, \$\_\_\_\_\_ in monthly installments of \$\_\_\_\_\_

7. The language in Section 6.2 and 6.3 is omitted from this Lease.

8. The language in Section 7.1.1 is replaced in its entirety with the following:

For T-Hangar leases, if available at the Leased Premises, the University shall be responsible for providing the following utilities: water and electricity ("University-Provided Utilities"). The University shall not guarantee an uninterrupted supply of or access to University-Provided Utilities but, it shall use its best efforts to restore University-Provided Utilities following an interruption.

9. The following language is added to the Lease as Section 7.2.8:

For Hangar 5 leases, the Tenant shall be responsible for providing the following utilities: gas, and electricity.

10. The following language is added to the Lease as Section 7.2.9:

7.2.9 AIRCRAFT AND MAINTENANCE

7.2.9.1 Aircraft Inventory. Tenant is required to provide an aircraft inventory to include Aircraft type and FAA registration number the University upon execution of this Agreement and immediately upon any change to such inventory. Should any other use of the Lease Premises be made without the University's prior written

consent such use shall constitute a breach of this agreement and University may at its option immediately cancel and terminate this agreement. Should Tenant house any other aircraft or personal property in said Hangar space without the prior written consent of University first had and received, such storage shall constitute a breach of this agreement and University may at its option immediately cancel and terminate this agreement.

7.2.9.2 Aircraft Maintenance. Tenant shall in no event perform maintenance or repairs on aircraft(s) in the Leased Premise or the airpark other than minor maintenance (e.g. oil change, spark plug change) except where such maintenance or repair is necessary to move the aircraft to a designated/approved maintenance facility.

11. The following language is added to Lease as Section 7.2.10 through 7.2.17:

- 7.2.10. Tenant shall maintain all landscaping, lawn, grounds, greenbelts, pavement, lighting, and equipment on the premises. Trees and shrubbery located on the premises shall not limit the visibility for automobile and/or aircraft movement;
- 7.2.11. Tenant shall maintain, in a good, working and workmanlike manner, the interior and exterior of all structures on the premises including electrical, mechanical, HVAC systems, plumbing, fire protection systems, roofs, floors, doors, walls, metal siding, paint, hangar doors, weather stripping and glass;
- 7.2.12. Tenant shall clean debris and trash from driveways, taxiways, taxilanes, aprons, lawn, grounds, greenbelts and sidewalks to maintain unobstructed access to the premises at all times for authorized personnel, Airport users and emergency vehicles;
- 7.2.13. Tenant shall not store any items on the exterior of the hangars and/or buildings on the premises without the prior written consent from the University. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components shall not be parked, stored or left standing on the premises for a period in excess of thirty (30) days. If this period will be exceeded, prior written consent from the University will be required;
- 7.2.14. Tenant shall install and maintain hand-held fire extinguishers in the interior of all buildings, aircraft aprons, tiedown areas and fuel storage areas, pursuant to applicable fire and safety codes; and
- 7.2.15. Tenant shall not permit any action on the premises that has an adverse effect on, or interferes with the proper function of, any drainage system, sanitary sewer system or any facility installed for the protection or operation of the Airport;
- 7.2.16. Tenant shall provide necessary arrangements for sanitation, handling and disposal of all refuse from the Airport in a timely manner to prevent overflowing. Trash and/or garbage receptacles located on the premises shall not be visible from any off-Airport public streets or roadways and shall be kept clean and sanitary at all times; and
- 7.2.17. Tenant shall ensure the necessary utility meters are installed as required by utility service providers including, but not limited to, electrical, water, wastewater, natural

gas, telephone, internet, cable and satellite services. Furthermore, Tenant shall be responsible for the maintenance and repair of all utility service lines and fixtures on the premises to the extent the utility service provider will not perform such maintenance or repair.

12. The following language replaces the language in Section 7.3.2:

The Tenant will be provided 2 keys to the Lease Premise, any other security devices, not currently provided by the University, which may be required by the Tenant to further secure products or property are the responsibility of the Tenant.

13. The following language is added to Section 7.6:

University will provide Tenant one (1) ten (10) pound ABC Dry Chemical Extinguisher, with mounting hardware. Tenant agrees to pay University all costs associated with loss, theft, or vandalism and recharge fees if discharged for any reason other than fire suppression.

14. The following language will be added to the Lease as Section 7.8:

Weight Limitations. Tenant hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Tenant shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Tenant or invitees in excess of the maximum gross weights.

15. The following language is added to Section 15.9 of the Lease.

Notice to the other party as follows:

To University:

To Tenant:

16. The language in Exhibit C is replaced in its entirety with the following:

The University is self-insured with the University's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. § 151 et seq.

Tenant must meet the insurance requirements as set forth in the Airport Insurance Requirements for Businesses and Hangar Tenant which can be found at [http://www.ou.edu/airport/general\\_info/information](http://www.ou.edu/airport/general_info/information)

