

Request for Proposals (RFP 2022-0017)  
For Savannah Airport Commission

T-HANGAR DEVELOPMENT AT SAVANNAH/HILTON HEAD  
INTERNATIONAL AIRPORT

ISSUE DATE:	September 1, 2022
PRE-PROPOSAL MEETING	September 14, 2022
WRITTEN QUESTIONS/COMMENTS DUE DATE:	September 20, 2022
RFP RESPONSE DUE DATE:	September 30, 2022
NOTIFICATION OF AWARD DECISION TO BIDDERS	NLT November 15, 2022

Questions must be emailed to [purchasing@savannahairport.com](mailto:purchasing@savannahairport.com).

All Proposals must be time-stamped upon receipt by the Savannah Airport Commission no later than the due date and time specified to be considered, and any Proposals received after the time specified above will be returned unopened. It is the sole responsibility of the Proposer to make sure the submitted is received in the SAC Administration Department by the due date and time. The Commission assumes no responsibility for delivery of RFPs.

Proposals submitted in advance of the time set for opening should be mailed or delivered to the [Savannah Airport Commission, Attn. Christy Dixon, 400 Airways Avenue, Savannah, GA 31408](#). Proposers are fully responsible for delivery of proposals. Reliance upon mail or public carrier is at Proposer's risk. Late proposals, as solely determined by the Savannah Airport Commission's clock, will not be opened or considered. **The Savannah Airport Commission requires five (5) copies of EACH Proposal in hard-copy form, including a completed and properly signed copy of the Proposer's Certification as included in this proposal package. Email or facsimile Proposals will NOT be accepted.** Proposals should be in a sealed envelope marked "[T-Hangar Development, RFP 2022-0017](#)" in the lower left corner. **All proposals must be mailed and received by the Savannah Airport Commission by September 30, 2022, 5:00pm EST.**

Except as otherwise provided herein, proposals which are incomplete or which are not in conformance with the law, may be rejected as non-responsive. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, and the intent to enter a Contract with the Savannah Airport Commission.

A proposal meeting for all bidders will take place on September 15, 2022 at 10:00am EST in the Savannah Airport Commission's Conference Room. The Commission Conference Room is located on the 3<sup>rd</sup> Floor of the terminal building in the administrative office area. **The pre-proposal meeting is not mandatory.** The physical address to the pre-proposal conference will be 400 Airways Avenue, Savannah, GA 31408. For further questions/clarification about the location of the meeting, please feel free to contact Christy Dixon @ 912-655-4666. Please RSVP with Christy Dixon @ [cdixon@flysav.com](mailto:cdixon@flysav.com) for the meeting NLT 4:00pm EST on September 14, 2022.

## General Provisions

The Savannah Airport Commission is issuing this Request for Proposals (RFP) to seek proposals from interested parties (Proposers) who may be interested in leasing land to develop and manage a T-Hangar complex located in the southeast quadrant at the Savannah Hilton Head International Airport (Airport). The proposed site identified on the attached Exhibit A is an overall airport site plan showing existing development, taxiways, apron, and runways. All utilities brought from the main utility location to the site are the responsibility of the Proposer. The Proposer must provide a detailed construction schedule. A construction schedule will be a determining factor in the award process. The successful Proposer must complete and submit for approval by the FAA, the Notification of Proposed Construction or Alteration, FAA Form 7460-1. Proposed construction will be of an aviation T-Hangar. Uses and design of the hangar will solely be for aviation uses in compliance with FAA regulations and minimum standards as maybe amended from time to time.

**Savannah Airport Commission reserves and may exercise the following rights and options:**

( i ) to reject any and all proposals, negotiate with any Proposer, alter the scope of work, to extend the date for submittal responses to request additional information from any Proposer, to supplement, amend or otherwise modify the RFP prior to the closing date and time, and reissue the RFP at any time prior to execution of a final Land Lease Agreement if, in the Savannah Airport Commission sole opinion, and best interest to do so; (ii) to supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more proposer for negotiation and (iii) to cancel this RFP with or without issuing another RFP; (iv) to reject the proposal of any proposer who, in the Savannah Airport Commission's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Savannah Airport Commission is financially or technically incapable or is otherwise not a responsible responder; (v) To reject as informal or non-responsive, any proposal which, in the Savannah Airport Commission's sole judgment, is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFP and; (vi) to waive any informalities in the submission process, defect, non-responsiveness and/or deviation from this RFP that is not considered in the best interest of the Savannah Airport Commission, at its sole judgment.

All costs associated with the development of the RFP response will be the sole responsibility of the Proposer.

Any exceptions to the specifications included in the RFP must be clearly stated in the proposal.



## Type of Operation

The site and T-Hanger must be used for aeronautical purposes and must be able to accommodate at least the storage of six aircraft. The Proposer must state in the Proposal if the T-Hanger will be used for private or commercial aeronautical use.

## Site

The T-Hanger site is depicted in Exhibit A. The proposed T-Hanger foundation area is 55' X 152' in addition to the associated ramp pavement located in the Southeast Quadrant of the Savannah Hilton Head International Airport. Total area is approximately 22,397 sf or .51 acres.

## Submittal Information

The proposals received from this RFP may be used in the development of a formal selection of a 6- aircraft T- Hanger for the Airport. In addition to the specific information requested below, we encourage you to provide detailed information on alternative plans.

New Specialized Aviation Service Operation (SASO): If applicable, please provide a detailed narrative description of any services that will be provided. Please provide a detailed business plan with the proposal.

## Ownership Status

The Proposer must complete and submit the Proposer Questionnaire Form in Exhibit B with the proposal.

## Construction Details

Provide an outline of the facilities you are proposing at the Airport including the type of facility, size, approximate cost, and timeline to construct. Please include a site plan with your proposal. Design standards must meet all local, State, and/or Federal building code guidelines. All licenses and permits will be the sole responsibility of the Proposer. All required FAA documents must be included, to include but not limited to the submission of FAA form 7460. The Proposer must verify all elevations and will be responsible for marking and installing all utilities to the site. All drawings must be submitted to Savannah Airport Commission for review and approval prior to construction.

**See Exhibit C – Construction Insurance Requirements.**

**The RFP Evaluation Committee will use the following criteria.**

**Criteria Weight**

1. Proposed Development for Property	30 points
2. Financial Ability to Perform	35 points
3. Schedule	35 points

If a Certified Disadvantaged Business Enterprise (DBE) contractor is hired to work on any portion of this project, the prime/awarded contractor must advise the Savannah Airport Commission as such. All DBE's must justify their status by submitting their DBE Certification Form to the Commission.

Savannah Airport Commission will evaluate the Proposer's based on the above criteria and will select the most advantageous and beneficial to general aviation growth in the southeast quadrant at the Savannah Hilton Head International Airport. Proposer will be recommended to enter into land lease agreement negotiations.

1. Proposed Development for Property Proposers will be evaluated on the feasibility of the property based on size, design, and exceptions. The Evaluation Committee will evaluate the proposed development of the property for compliance with Airport Minimum Standards, FAA regulations (including, but not limited to Compatible Land Use and 14 CFR Part 77) as well as City of Savannah, Building Code requirements. The Proposer should be prepared to discuss these plans before the Evaluation Committee, if requested.

2. Financial Ability to Perform- The Evaluation Committee will evaluate financial statements from certified lenders or banks to determine the Proposer's ability to perform under the lease.

3. Proposers will be evaluated on the timing and schedule of the proposed T- Hangar construction.

## Financial Information

The Proposer will be required to demonstrate that it is financially capable of performing the obligations contained within this RFP. The determination of the Proposer's financial qualifications and ability to execute a Land Lease Agreement will be in the sole discretion of the Savannah Airport Commission. The Proposer shall provide a written certification from Proposer's lender that the Proposer has the financial ability to consummate the transaction and pay the lease price to the Savannah Airport Commission. If self-funding the Proposer shall submit, with its proposal, a written statement from the bank where funds are kept, representing that the Proposer has the financial ability to consummate the transaction and pay the lease price to the Savannah Airport Commission.

## Land Lease Agreement

Savannah Airport Commission will enter into negotiations with the successful proposer and enter into a ground lease agreement for the hangar space and any supporting sole use of footprint. Savannah Airport Commission anticipates entering into a lease agreement with the respondent who at the Savannah Airport Commission's sole discretion is deemed to have submitted the proposal most advantageous to Savannah Airport Commission. All respondents understand that this RFP does not constitute an offer or a contract with the respondent. The resulting lease agreement is not binding until executed by all parties. The terms and conditions of such lease agreement shall meet the requirements of this RFP, with Savannah Airport Commission reserving the right to negotiate any and all terms of the proposal. The term of the lease shall be negotiated between Savannah Airport Commission and the respondent.

Exhibit D is a sample land lease document (or suggested language) including specific terms and conditions expected to be incorporated in the lease agreement. Rate changes will be subject to Fair Market Value Appraisals. If the Proposer does not complete the project within **12-months** of the date of this agreement the proposer will be considered in default and the proposal will be rejected.

The Land Lease proposed terms are as follows:

The land lease must be fully executed prior to construction.

Term:

Initial-Term Twenty (20) years with (2) 5-year options, total 30-year lease agreement. T-Hangar reverts back to the Savannah Airport Commission after the expiration of the lease agreement.

Rate:

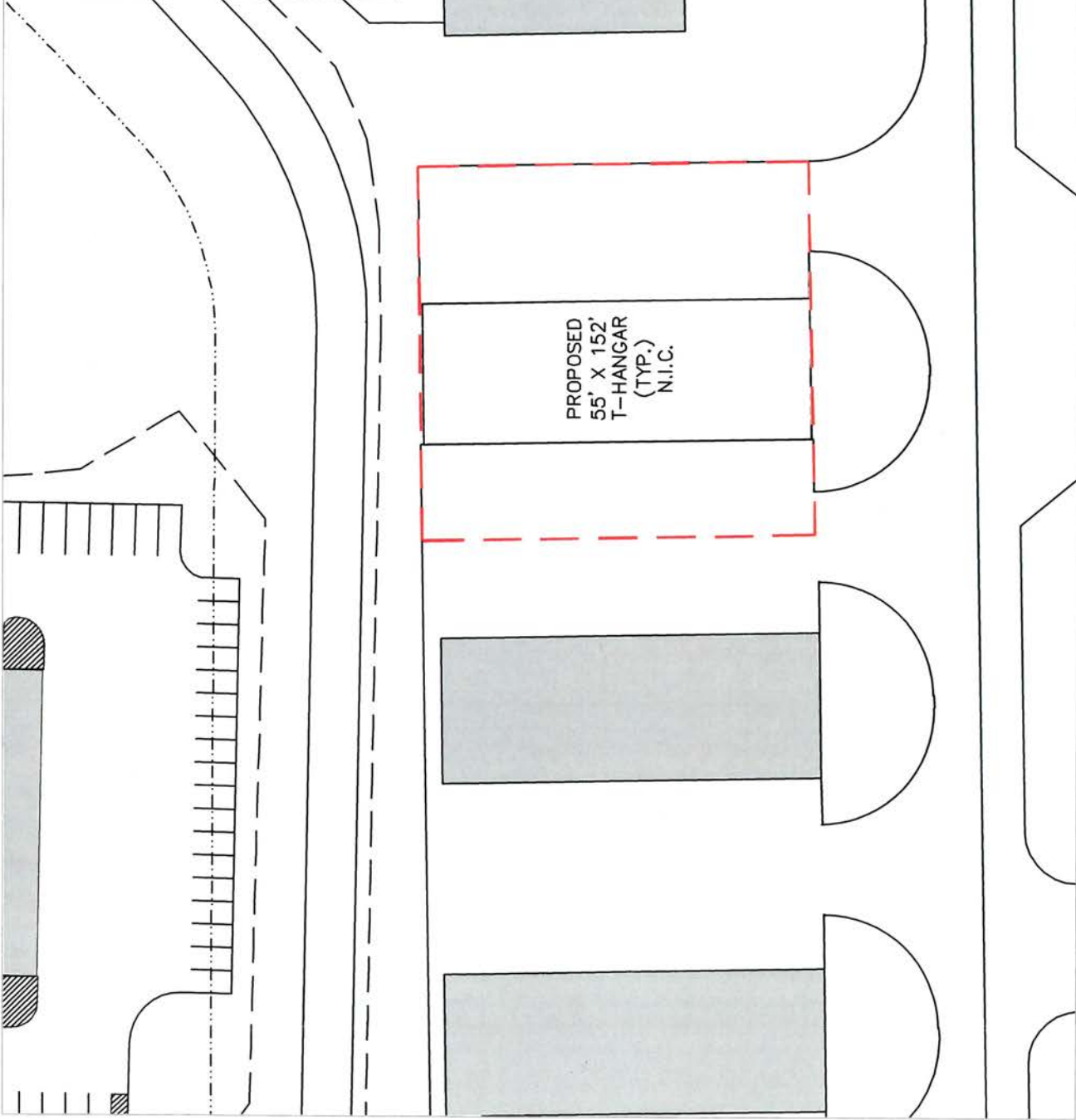
For the term of the agreement, the Proposer agrees to pay rent on the Leased Premises in the amount \_\_\_\_ per acre, per year for +/- .51 acres. Savannah Airport Commission shall periodically perform an Appraisal of the Premises, provided that the effective date of a Commission Appraisal shall in no event be sooner than the 5<sup>th</sup> anniversary of the date of the previous Appraisal. Savannah Airport Commission shall use its best efforts to start the Appraisal Process within the thirty (30)-day period prior to the applicable 5<sup>th</sup> anniversary of the effective date of the previous Appraisal. Rate will be established at 10% of the Appraisal.

Utilities:

The Proposer shall be solely responsible for connecting the available electrical, phone, and or water from the main to the site.

Insurance:

Refer to Section 8, "Insurance and Indemnification" of Exhibit D for insurance requirements. Lease Agreement Insurance Requirements.



# T-HANGAR DEVELOPMENT

LEASE = .51 AC / 22,397 SF



SCALE: 1"=60' 8/25/2022



400 AIRWAYS AVENUE  
SAVANNAH, GA 31408

912.964.0514

EXHIBIT B  
GENERAL INFORMATION QUESTIONNAIRE

NAME OF PROPOSING ENTITY: \_\_\_\_\_  
(EXACTLY AS IT WOULD APPEAR ON AGREEMENT)

PRINCIPAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

LEGAL STRUCTURE OF ENTITY: \_\_\_\_\_  
(EXAMPLE: PRIVATE, CORPORATION OR LLC)

PRIMARY CONTACT

NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

ALTERNATE CONTACT

CONTACT NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_





400 AIRWAYS AVENUE  
SAVANNAH, GA 31408

912.964.0514

**Proposer's Operating Name**

Proposer has operated under its current name since \_\_\_\_\_, a period of \_\_\_\_\_ years,  
and Proposer (if such be the case) formerly operated under the name \_\_\_\_\_.

Proposer has provided similar services as requested in this RFP for \_\_\_\_\_ years.

The Proposer ☐ is ☐ is not currently involved in litigation. (If the answer is in the affirmative,  
please identify the business location and give such information as is required to explain the  
circumstances.)

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*(Use additional sheet(s) to explain circumstances if necessary.)*

### Exhibit C

The Contractor shall obtain and maintain with a company or companies authorized to do business in the State of Georgia, and approved by the Savannah Airport Commission, such insurance as will protect the Commission, and Contractor from claims set forth below which may arise out of or result from Contractor's operations under the contract and for which the Contractor is legally liable, which includes operations by subcontractors, subcontractor's/subcontractors, or by any persons directly or indirectly employed by Contractor or Subcontractor.

Claims under workers' (workmen) compensation, disability benefit and other similar employee benefit acts. Further, Contractor shall relieve the Commission from any costs due to accidents or other liabilities mentioned in worker's compensation act. Contractor or subcontractors with either an insufficient number of employees or in certain excluded occupational classifications are required to maintain worker's compensation coverage on a voluntary basis regardless of the statutory regulations. If the Contractor is from a state other than Georgia, before work begins, he shall take whatever measures are necessary to eliminate conflicts regarding which state is responsible for worker's compensation claims.

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees.

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by another person.

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

#### DETAILED INFORMATION RELATING TO INSURANCE.

The insurance required by Paragraph 1 above, shall be written for not less than the following amounts, or greater if required by law:

#### WORKER'S COMPENSATION:

Georgia Statutory  
Employer's Liability, including all states

\$1,000,000 - each accident  
\$1,000,000 - disease - policy limit  
\$1,000,000 - disease - each employee

COMPREHENSIVE GENERAL LIABILITY:

Shall include all major divisions of coverage and be on a comprehensive basis including: Premises, operations, including explosion, collapse and underground; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage including completed operations; Contractual Liability; Personal Injury Liability with employment exclusion deleted.

BODILY INJURY & PROPERTY DAMAGE LIMITS:

\$1,000,000 combine single limit.

PRODUCTS & COMPLETED OPERATIONS:

Insurance to be maintained for three (3) years after issuance of the final certificate for payment.

MOBILE EQUIPMENT / COMPREHENSIVE VEHICLE LIABILITY:

(Owned, non-owned, and hired.)

Bodily Injury/Property Damage Combined: \$1,000,000 combined single limit, each occurrence.

UMBRELLA EXCESS LIABILITY:

The limits of liability outlined in items above may be satisfied by a combination of primary and umbrella liability coverages. The total limits provided by a combination must equal or exceed \$5,000,000.

BUILDERS RISK (PROPERTY INSURANCE): *If applicable to the type of construction.*

The Savannah Airport Commission has purchased and will maintain coverage for the entire Work at the site to the full insurable value thereof, including stockpiled material at the construction site intended for incorporation into the project. The Contractor shall pay the deductible amount on each claim (per occurrence) up to \$5,000.00.

Also, such insurance shall be in a company or companies against which Commission has no reasonable objection, and shall include the interest of the Commission, the Contractor, and Subcontractors in the Work. Such insurance shall insure against the perils of Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief and all other risks. If not covered under such insurance or otherwise provided in the contract documents applicable to constructions, the Contractor shall affect and maintain similar Property Insurance on the Work stored off the site or in transit when such portions of the work are to be included in an application for payment under the contract.

The insurance required by Paragraph 1 should include contractual liability insurance applicable to the Contractor's obligations.

All policies shall be endorsed to include as additional insureds THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH AND THE SAVANNAH AIRPORT COMMISSION, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES. Certificates of Insurance shall be furnished to the Commission evidencing proper limits of coverage as set forth herein and that the policy or policies will not be cancelled or modified without thirty (30) days prior written notice thereof is given to the Savannah Airport Commission.

The extent of coverage or the limits of liability provided under the policies procured by the Contractor and/or Subcontractors shall not be construed to be a limitation on the nature or extent of the Contractor's obligations or to relieve the Contractor of any such obligations or representation by the Savannah Airport Commission as to the adequacy of the insurance to protect the Contractor against the obligations imposed on him by law or by this or any other contract.

Immediate notification must be given to the Savannah Airport Commission and/or its agent upon receiving any knowledge or notification of claim or litigation on which the Savannah Airport Commission may be named.

The Contractor shall indemnify, protect, defend, and hold Commission, and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use of occupancy of the leased premises or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Commission. The Commission shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder.

The policies shall be endorsed to include waivers of any and all subrogation's.

PERFORMANCE BOND, PAYMENT BOND, LABOR, AND MATERIALS BOND:

The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

The Contractor shall be required to furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the Contract Sum, written by a surety company licensed to do business in the State of Georgia and approved by the Owner.



## SAVANNAH AIRPORT COMMISSION

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_,  
as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ as Surety, hereinafter called  
Surety, are held and firmly bound unto the Mayor and Aldermen of the City of Savannah, Georgia  
and the Savannah Airport Commission as Oblige, hereinafter called Owner, in the amount of  
\_\_\_\_\_ dollars (USD \$ \_\_\_\_\_ )  
for the payment of which Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_,  
\_\_\_\_\_, entered into a Contract with Owner to construct **T-Hangar Development** the  
Savannah/Hilton Head International Airport in accordance with all of the Contract Documents  
consisting of the Plans and Specifications, and all addenda or other revisions prepared by the  
Savannah Airport Commission, which Contract is be reference made a part hereof and is  
hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of the above obligation is such that if the said  
Contractor shall well and faithfully perform the things agreed by him to be done and performed  
according to the terms of said Contract, and shall promptly make payments to all persons supplying  
labor, material, and supplies used directly or indirectly by the said Contractor, or subcontractor(s),  
in the prosecution of the work provided for in said Contract, we agreeing and assenting that this  
undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just  
claim, as well as for the Oblige herein, then this obligation shall be void, otherwise, the same  
shall remain in full force and effect, it being expressly understood and agreed that the liability of  
the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation  
as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions,  
in or to the terms of said Contract or on or to the plans and specifications therefor shall in any way  
affect the obligation of said Surety or its Bond.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by  
giving notice by registered mail the Owner thirty (30) days prior to expiration of this bond, by  
giving notice by registered mail.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Contractor must indicate whether  
Corporation, Partnership, Company  
or Individual

Corporation: ☐ Partnership: ☐

Company: ☐ Individual: ☐

The person signing shall,  
in his own handwriting, sign  
the principal's name, his own  
name and his title. Where a  
person signing for a corporation  
is other than the President or  
Vice President, he must, by  
affidavit as contained herein,  
show his authority to bind the  
corporation.

BY:

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Print/Type)

TITLE:

\_\_\_\_\_

*(Affix Contractor's Corporate Seal)*

ATTEST BY:

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Print/Type)

TITLE:

\_\_\_\_\_

*(Affix Surety's Corporate Seal)*

\_\_\_\_\_  
Surety

BY:

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Print/Type)

**END OF PAYMENT BOND**

## SAVANNAH AIRPORT COMMISSION

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_ as  
Surety, hereinafter called Surety, are held and firmly bound unto the Mayor and Aldermen of the  
City of Savannah, Georgia, and the Savannah Airport Commission as Obligee, hereinafter called  
Owner, in the amount of \_\_\_\_\_ dollars  
(USD \$ \_\_\_\_\_) for the payment of which Contractor and Surety bind  
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_,  
entered into a Contract with Owner to construct **T-Hanger Development** at Savannah/Hilton Head  
International Airport in accordance with all of the Contract Documents consisting of the Plans and  
Specifications, and all addenda or other revisions prepared by the Savannah Airport Commission  
which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of the above obligation is such that if the said  
Contractor shall well and faithfully perform the things agreed by him to be done and performed  
according to the terms of said Contract, and shall promptly make payments to all persons supplying  
labor, material, and supplies used directly or indirectly by the said Contractor, or subcontractor(s),  
in the prosecution of the work provided for in said Contract, we agreeing and assenting that this  
undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just  
claim, as well as for the Obligee herein, then this obligation shall be void, otherwise, the same  
shall remain in full force and effect, it being expressly understood and agreed that the liability of  
the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation  
as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions,  
in or to the terms of said Contract or on or to the plans and specifications therefor shall in any way  
affect the obligation of said Surety or its Bond.

The said Surety further stipulates and agrees that in the event of a default or deficiency on  
the part of the Contractor amounting to a breach of the Contract, the Owner may, by giving notice  
by registered mail to Contractor and Surety, require that such default or deficiencies be remedied  
within ten (10) days from the date of such notice. Failure so to remedy or to take proper steps to  
remedy such defaults or deficiencies within said period shall be cause for the Owner to require that  
Surety take over and prosecute the work under the Contract and to take over all obligations  
pertaining thereto. In the event the work under the Contract is taken over by the Surety in a manner  
satisfactory to the Owner, the Owner will pay to the Surety henceforth all amounts due and to  
become due under the Contract, including amendments, less the balance of the Contract price  
previously paid to the Contractor and less liquidated damages, if assessed. The Owner shall not be  
liable for any monies not due on the Contract and shall not be made a party to any dispute between  
Contractor and Surety.

If the Surety does not take over the work in a satisfactory manner within ten (10) days after the notice of default or does not proceed with completing the work in accordance with the Contract, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the work; to appropriate or use any or all material and equipment that may be suitable; to enter into agreements and provisions thereof; or to use such other methods as may be required for completion of the Contract. The Contractor and his Surety shall be liable for all costs incurred by the Owner in completing the work and for all liquidated damages in conformity with the terms of the Contract. If the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under this Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and if the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to have been served when delivered to the man in charge of any office used by the Contractor, his representative at or near the work, or by registered mail addressed to the Contractor at his last known place of business.

The said Surety further stipulates and agrees that this bond is also given and made as a guarantee insuring the Owner against loss resulting from costs of repairing, replacing, or reconstructing any portion of the work performed or equipment furnished under the Contract, because of failure to perform as specified or from being defective in any manner whatsoever. This bond shall remain in full force and effect for a period of one year after the date of written recommendation and of acceptance by the Owner.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by giving notice by registered mail.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Contractor must indicate whether  
Corporation, Partnership, Company  
or Individual

Corporation: ☐ Partnership: ☐

Company: ☐ Individual: ☐

The person signing shall,  
in his own handwriting, sign  
the principal's name, his own  
name and his title. Where a  
person signing for a corporation  
is other than the President or  
Vice President, he must, by  
affidavit as contained herein,  
show his authority to bind the  
corporation.

BY:

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Print/Type)

TITLE:

\_\_\_\_\_

*(Affix Contractor's Corporate Seal)*

ATTEST BY:

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Print/Type)

TITLE:

\_\_\_\_\_

*(Affix Surety's Corporate Seal)*

\_\_\_\_\_  
Surety

BY:

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Print/Type)

**END OF PERFORMANCE BOND**

SAVANNAH AIRPORT COMMISSION

BOND AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, deposes and says that he is a duly authorized insurance agent, properly licensed under the laws of the State of \_\_\_\_\_ and the State of Georgia, to represent \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Georgia.

Said \_\_\_\_\_ further certifies that as Attorney-in-fact for the said \_\_\_\_\_ he has signed the attached bond in the sum of \_\_\_\_\_ Dollars/Cents (USD \$ \_\_\_\_\_) on behalf of \_\_\_\_\_ covering Savannah/Hilton Head International Airport, to construct **T-Hangar Development** at the Savannah Airport Commission, Savannah, Georgia.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_ which will be paid in full direct to him as Attorney-in-fact, and included in his regular accounts to the said \_\_\_\_\_, and that he will receive his regular commission of (\_\_\_\_\_% ) percent as Attorney-in-fact for the execution of said Bond and that his commission will not be divided with anyone except as follows: \_\_\_\_\_ percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Georgia.

\_\_\_\_\_  
Agent and Attorney-in-fact Signature

\_\_\_\_\_  
License Number

Acknowledgement for Attorney-in-fact

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public, \_\_\_\_\_

(Notary Seal)

State of, \_\_\_\_\_

My Commission expires \_\_\_\_\_

END OF BOND AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CHATHAM

**LAND LEASE AGREEMENT**  
**between**  
**SAVANNAH AIRPORT COMMISSION**  
**and**  
**XXXXXXXX**

**THIS LAND LEASE AGREEMENT** (this “Agreement”), is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date of this Agreement”) by and between **SAVANNAH AIRPORT COMMISSION**, a public body corporate organized under the laws of the State of Georgia (hereinafter, "Commission"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Georgia (hereinafter, "Lessee"). Commission and Lessee are hereinafter collectively referred to as the “Parties” and singularly as a “Party.”

**WITNESSETH:**

**WHEREAS**, Commission operates an airport known as Savannah/Hilton Head International Airport (hereinafter, “Airport”), which is located in the City of Savannah, County of Chatham, State of Georgia;

**WHEREAS**, Lessee desires to lease a certain parcel of land located at the Airport, at 60 Hangar Road, Savannah, Georgia, 31408, hereinafter called "Premises"; and,

**WHEREAS**, Lessee desires to construct a building upon the Premises for the purpose of storing, maintaining, and servicing aircraft;

**WHEREAS**, Commission is willing to lease said Premises and to grant specified rights and privileges in addition thereto;

**WHEREAS**, the Parties acknowledge that the operations at the Airport are subject to various federal, state and local laws, ordinances and regulations, including regulations promulgated by the Federal Aviation Administration (“FAA”), Airport Rules and Regulations (as defined in Section 3(d)(1)), Environmental Laws (as defined in Section 16(e)) and City of Savannah ordinances (hereinafter collectively referred to as “Applicable Laws and Regulations”);

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows:

**1. TERM**

(a) The term of this lease shall commence on the date of execution of this Agreement and terminate Thirty (30) years from the Date of Beneficial Occupancy (DBO), which shall be defined as the date the Lessee secures a final unrestricted Certificate of Occupancy permitting Lessee's lawful occupancy of the premises (the "Initial Term").

(b) Option to Renew. At the expiration of the Initial Term, and provided that Lessee is not in default of any terms and conditions of this Agreement, this Agreement shall be automatically renewed for a period of 2- (5) year (the "Renewal Term"), on the same terms and conditions as exist in the Initial Term, unless Lessee gives Commission thirty (30) days' written notice of intent not to renew.

(c) Term. As used in this Agreement, "Term" shall refer to the Initial Term, together with the Renewal Term (if exercised as provided in subsection (b.) above)

(d) Holding Over. If Lessee shall, with the consent of Commission, hold over after the expiration or sooner termination of the Term, the resulting tenancy privilege shall, unless otherwise mutually agreed, be on a month-to-month basis until such time as Lessee shall surrender the Premises (with thirty (30) days prior written notice to Commission) or Commission shall reenter the Premises (with thirty (30) days prior written notice to Lessee). During such month-to-month tenancy, which shall not exceed six (6) months, Lessee shall pay rentals to Commission established in accordance with the provisions of this Agreement and shall be bound by all of the additional provisions of this Agreement insofar as they may be pertinent.

**2. PREMISES**

(a) Commission hereby leases and grants to Lessee and Lessee hereby rents and takes from Commission, the certain tract of real property described below, and further described on Exhibit A (hereinafter, "Premises") and further described in Exhibit A, dated August 25, 2022, which is attached hereto and made a part hereof, subject to any recorded easements, restrictions, agreements, and other lawful encumbrances.

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## Exhibit D

<u>Premises</u>	<u>Size</u>
22,397 sf (include ramp area)	.51 acres

(b) Rights of Access. Commission also grants to Lessee, as rights of access appurtenant to the Premises, (i) a non-exclusive right of ingress and egress over the general aviation taxiways, ramps and aprons adjacent to the Premises; and (ii) all incidental rights and privileges in any property owned and controlled by Commission that is located adjacent to the Premises (“Adjacent Commission Property”) as are reasonably necessary for the use and enjoyment of such rights of access for their intended purpose, including, without limitation, temporary rights to use the necessary portions of the Adjacent Commission Property for constructing any improvements on the Premises, and a license to use utilities and related facilities, subject to reasonable rates and terms, if any of the utilities for the Premises are supplied, installed or otherwise controlled by Commission. Lessee shall be responsible for the maintenance and repair of the driveways, parking areas, aircraft taxiways, ramps and aprons located on the Premises or connecting the Premises to the public roadways and the general aviation taxiways, ramps and aprons. As of the date hereof, the Premises are free and clear of any easements and/or franchise agreements in favor of any entity other than Lessee (other than those easements and/or franchise agreements, if any, recorded in the public records of the Office of the Clerk of Superior Court of Chatham County) and any equipment and facilities relating to any previously effective easements and/or franchise agreements (other than those easements and/or franchise agreements, if any, recorded in the public records of the Office of the Clerk of Superior Court of Chatham County) have been removed from the Premises.

(c) Determination of Acreage. The acreage amount set forth in subsection (a) above for the Premises are in some cases an estimate only and are subject to adjustment by Commission upon determining the final dimensions of the Premises; provided, however, that said acreage amount shall be the acreage amount set forth in said subsection (a) until such time as Commission has given written notice to Lessee of any adjustment thereof.

(d) Relocation of Premises. Commission reserves the right to relocate any of the Premises, including the facilities situated thereon, and to substitute other premises at the Airport for said Premises (each, a “Relocation”) in the event Commission, in its sole discretion, determines a Relocation is necessary for the orderly expansion and development of the Airport and provided that the Relocation is to premises within the same general area as the Premises and will not result

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in Lessee's business operations being shut down. Any Relocation shall be at the expense of Commission, provided that Commission shall not be liable for any damages for any loss of business resulting from a Relocation. Lessee reserves the right to terminate this Agreement upon giving Commission sixty (60) days written notification, and subject to the provisions of this Agreement which shall become effective upon termination, should Lessee provide reasonable evidence to Commission that a Relocation would significantly adversely affect its business operations at the Airport.

### 3. **USES AND RIGHTS**

(a) Lessee shall have the right to construct a T- Hangar Complex on the Premises, together with necessary utilities, at its own expense. Lessee agrees to lease/use the Premises for aviation purposes only.

(b) General Uses. Lessee shall have the additional rights and obligations as follows:

(1) The right to operate a storage hangar for corporate general aviation aircraft for Lessee's customers and/or tenants.

(2) The right to perform minor and/or preventative maintenance to aircraft.

(3) The right to buy and store aircraft fuel or propellants and lubricants or any product or products incidental to the use of its aircraft, including the right to establish.

(4) The right to service, maintain and repair aviation ground support equipment.

(5) The right to use, in common with others so authorized by Commission, areas other than areas leased exclusively to others, facilities and improvements at the airport for the operation of Lessee's aircraft, including but not limited to the landing, taking off, flying over, taxiing, and towing of Lessee's aircraft.

(6) Use of the Premises shall, at all times, be conducted in an orderly manner and at no time shall Lessee's use of the Premises be such as will become a nuisance or interfere with the orderly operation of the Airport or other Lessees.

(c) During the Term of this Agreement, Lessee shall have, and Commission hereby gives and grants, the following additional rights:

(1) The right to ingress and egress from its Premises over Airport roadways, including common use roadways, driveways, and public areas, subject to any rules or regulations which may have been established or shall be established in the future by Commission. Such rights



## Exhibit D

of ingress and egress shall apply to Lessee's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

(2) Lessee has the right to install and maintain appropriate signs at the Premises provided that the design, installation, and maintenance of such signs, shall have received the advance written approval of the Executive Director of Commission prior to installation or modification.

(3) Lessee shall have the right, subject to compliance with the security requirements herein, to obtain supplies or services from suppliers, vendors, or contractors of its own choice at the Premises, provided that the following conditions must be strictly observed.

(i) All contracts entered into by Lessee for provision of labor services at the Premises shall require that labor engaged at the Premises can work in harmony with other elements of labor employed or to be employed at the Airport and that said labor comply with Airport Rules and Regulations.

(ii) Lessee acknowledges Commission's right to regulate providers of ground transportation service on the Airport roadway system, including but not limited to, the requirement that all ground transportation providers enter into operating agreements with Commission.

(iii) Lessee also acknowledges Commission's right to require that all suppliers, vendors, and contractors obtain permits (badges) if required by Airport Rules and Regulations.

(d) Commission covenants that it has lawful authority to execute this Agreement and that upon payment of the rentals and additional rentals provided herein, and upon performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peacefully have and enjoy the Premises and the rights and privileges granted by this Agreement.

(e) In the event that Lessee is desirous of carrying on activities in addition to those herein listed as part of its business operations, Lessee shall do so only upon the express written approval of Commission.

#### **4. RENTS, FEES AND CHARGES**

In consideration of the rights and privileges to be granted to Lessee by Commission pursuant to this Agreement, beginning at the date of execution of this Agreement, Lessee shall pay

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## Exhibit D

to Commission the rent, fees and charges set forth in this Section 4, all of which shall constitute rent or additional rent hereunder.

(a) Annual Rent. The annual rent ("Annual Rent") shall be in the amount set forth below and shall be payable in twelve (12) equal monthly installments, in advance, on the first day of each and every month during the term.

(1) Lessee agrees to pay Commission Annual Rent in the amount of \_\_\_\_\_ until a Commission Appraisal, as described below, is completed.

(2) Appraised Per Acre FMV. For purposes of this Agreement, the Appraised Per Acre FMV of the Premises shall be the fair market value per acre of that tract of land (without taking into consideration any improvements constructed or installed thereon) as established by an appraisal conducted by a qualified appraiser selected by Commission ("Commission Appraisal"); provided, however, if Lessee disagrees with said determination, Lessee may employ at its expense a qualified appraiser selected by Lessee, and the determination of the fair market value shall be established by a qualified review appraiser selected by Commission. In such event, the review appraiser will consider in making its determination the appraisals submitted by the appraiser selected by Commission and the appraiser selected by Lessee, and the Parties agree that the determination made by the review appraiser shall be final and binding (the foregoing procedures in this subsection (a)(2) shall be collectively referred to as the "Appraisal Process").

(3) Commission shall periodically perform a Commission Appraisal of the Premises, provided that the effective date of a Commission Appraisal shall in no event be sooner than the 5<sup>th</sup> anniversary of the date of the previous Commission Appraisal. Commission shall use its best efforts to start the Appraisal Process within the thirty (30)-day period prior to the applicable 5<sup>th</sup> anniversary of the effective date of the previous Commission Appraisal.

(4) Rental Rate Percentage. For purposes of this Agreement, the Rental Rate Percentage shall be the current percentage rate set by Commission as the rental rate percentage for land leases on the Airport premises, as published by Commission in the Land Lease section of the Savannah Airport Commission Summary of Rates and Charges (hereinafter, the "Rates and Charges"), which rate percentage is subject to adjustment at the discretion of Commission from time to time by amendments to the Rates and Charges. Notwithstanding the foregoing, during the Term the Rental Rate Percentage shall be ten percent (10%), which is said rate percentage in effect as of the Effective Date of this Agreement.



## Exhibit D

(5) The Annual Rent shall be calculated as follows: The Appraised Per Acre FMV of the land multiplied by the number of leased acres multiplied by the current Rental Rate Percentage.

(b) Fuel Flow Fees. Commission shall be entitled to collect, and Lessee agrees to pay, as additional rent, a fuel flow fee in the amount determined using the current fuel flow fee rate published in the current Rates and Charges on all aviation fuel, propellants or oil delivered to the Premises, unless said fuel flow fee is paid by the supplier on behalf of Lessee. The fuel flow fee, if not paid by the supplier, shall be due on the first day of the month following that in which the fuels propellants and/or oil are received by Lessee and shall be delinquent if unpaid on the tenth day of each month. Supplier delivery receipts for the preceding month shall accompany fuel flowage payments. The fuel flow fee in effect at the Effective Date of the Agreement is five cents (.05) per gallon on all fuel or propellants delivered to Lessee's premises and thirteen cents (.13) per gallon for each and every gallon of oil delivered to Lessee's premises.

(c) Interest and Late Charges

(1) Without waiving any other right of action available to Commission in the event of default in payment of rent and fees hereunder, if Lessee fails to make a payment when due and said failure continues for a consecutive period of thirty (30) days, Lessee shall pay Commission a late charge of twenty-five dollars (\$25.00) for each thirty (30) day period or portion thereof that the payment is late, together with interest on the late amount at the rate of eighteen percent (18%) per annum (1.5% per month or 0.0493% per day), which shall accrue from the date that said payment was due.

(2) Collection Costs. Lessee agrees to pay or reimburse Commission for all costs of collection, including but not limited to reasonable attorney's fees, in the event of a default by Lessee in the payment of rent, fees and charges provided for herein.

## 5. MAINTENANCE, REPAIRS AND INSPECTIONS

(a) Lessee shall, at its expense, maintain the Premises (including all Leasehold Improvements (defined in Section 6(a)), furnishings and equipment) in good and safe repair and in a neat, clean, and orderly condition.

(b) Lessee agrees that any damage caused to any property of Commission by any act, omission or negligence of Lessee, its employees, invitees, suppliers or furnishers of service shall

## Exhibit D

be repaired and restored to the condition existing prior to damage either (at Commission's election) by Lessee at Lessee's sole expense in accordance with plans and specifications approved by Commission, or by Commission, in which case Lessee shall pay Commission, as additional rent, the expenses of repair thereby incurred.

(c) Lessee shall not undertake any maintenance or repair on the Premises involving structural change, alteration or the construction or installation of Leasehold Improvements until detailed plans and specifications have first been approved in writing by Commission, which approval shall not be unreasonably withheld, delayed or conditioned, and all other requirements of Section 6(a) have been satisfied.

(d) Janitorial Service. Lessee agrees to provide, at its own expense, such janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Premises. Lessee also agrees to keep and maintain the Premises in a clean, neat and sanitary condition, and attractive in appearance.

(e) Trash Disposal. Lessee shall provide for the complete removal, sanitary handling, and disposal, away from the Airport, of all trash, garbage and other refuse resulting from operations on the Premises, in such manner and with such frequency as required by Commission.

(f) Commission, its authorized employees, agents, contractors, subcontractors, and other representatives shall have the right, but not the obligation, to enter upon the Premises at all reasonable times, for the following purposes:

(1) To inspect the Premises during regular business hours (or at any time in case of emergency) to ascertain the condition of the Premises and to determine Lessee's compliance with the terms of this Agreement. The right of inspection shall impose on Commission no duty to inspect and shall impart no liability upon Commission for failure to inspect.

(2) To perform (or arrange to perform) maintenance and repairs and replacements in any event when Lessee is obligated to do so under this Agreement and has failed to do so within ten (10) days after written notice from Commission, or at any time with or without written notice in the event that Commission in its sole discretion deems that it is necessary or prudent to do so to correct any condition likely to lead to injury or damage; provided, however, that as to any such maintenance, repairs or replacements, Lessee shall pay Commission's entire cost and expense of performing such work as additional rent to Commission upon written demand.



## Exhibit D

(3) To perform any obligation of Commission under this Agreement and to make additions, alterations, maintenance, and repairs to its utility systems.

(4) All entries made for the purposes set forth in this Section 5 shall be without abatement of rent and without unreasonable interference with Lessee's operations.

### 6. **IMPROVEMENTS AND ALTERATIONS**

(a) **General Requirements.** The following requirements shall pertain to all construction, installation, renovations and alterations of buildings, structures and other improvements performed or made by or on behalf of Lessee upon the Premises (hereinafter, "Leasehold Improvements"):

(1) Lessee agrees to accept the Premises in an "as is" condition.

(2) Lessee shall comply in every respect to Applicable Laws and Regulations pertaining to Leasehold Improvements. Lessee shall obtain and provide to Commission upon request copies of all required permits and licenses for Leasehold Improvements.

(3) Lessee shall also provide to Commission and other appropriate agencies, preliminary plans and specifications ("Preliminary Plans and Specifications") of each Leasehold Improvement, and to Commission only, detailed cost estimates ("Cost Estimates") and a construction schedule (the "Construction Schedule"). The Preliminary Plans and Specifications, Cost Estimates and Construction Schedule shall be certified by an engineer or architect registered in the State of Georgia, and both the Preliminary Plans and Specifications and the Construction Schedule shall be subject to Commission's approval as to quality, design, and schedule. Lessee shall provide and deliver to Commission and the City of Savannah Inspections Department the final plans and specifications ("Final Plans and Specifications") for the approval of the Leasehold Improvement not later than ninety (90) calendar days after Lessee is notified that Commission has approved the Preliminary Plans and Specifications.

(4) Promptly upon completion of a Leasehold Improvement, Lessee shall provide to Commission a set of "as built" drawings and a detailed cost statement associated therewith duly certified by an architect or an engineer registered in the State of Georgia.

(5) Lessee shall not implement or commence any material change in the Final Plans and Specifications without the express written approval of Commission. Any request for change orders to the Final Plans and Specifications shall be submitted for approval to Commission prior to the commencement of any work relating to implementation of same. Commission shall

XXXXXXX.

## Exhibit D

have the right to approve or disapprove the request for change orders so submitted, including architectural and aesthetic matters. Commission shall have the right to require Lessee to resubmit change order proposals including plans, specifications, designs, and layout proposals until such meet Commission's approval. All approvals are without recourse against, or the assumption of liability by, Commission or the reviewing engineer.

(6) Commission agrees that the requirements of the foregoing subsections (a)(3), (a)(4) and (a)(5) shall not be applicable to interior alterations or improvements, provided that such interior alterations or improvements do not require Lessee to obtain a building permit pursuant to applicable City of Savannah ordinances for such interior alterations or improvements.

(7) Upon expiration or earlier termination of this Lease, title to all improvements, structures, alterations of or additions erected or constructed on the Premises (excluding trade fixtures, equipment and other personal property of Lessee which may be removed without material injury to the Premises) shall automatically vest in Commission. Under no circumstance may Lessee demolish, remove, or relocate any Leasehold Improvement without the written consent of Commission. Commission reserves the right, in its sole discretion, to require Lessee, at its sole expense, to remove any or all buildings, structures and other improvements from the Premises and return the Premises to the original condition that Lessee received it upon the Effective Date of this Lease. In the event that Lessee fails to comply with this requirement, Commission may affect such removal and Lessee agrees to pay Commission as additional rent any expenses thereby incurred.

(b) Utilities. Lessee waives any and all claims against Commission for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system serving the Premises. As of the Effective Date of this Lease, Commission has no knowledge of any existing defect, deficiency or impairment affecting any of the Airport utility systems that will be serving the Premises, except as otherwise disclosed to Lessee,

Commission reserves the right for itself and others to existing utility easements over, under or across the Premises, and to grant necessary utility Rights of Access therefore, provided that in the exercise of such rights it shall not unreasonably interfere with Lessee's use of the Premises, and that it shall repair any damage to the Premises and Leasehold Improvements caused by Commission as a result of the exercise of such reserved rights. Commission also reserves the right to utilize any existing surface, overhead and underground pipes, pumps, utility lines or



## Exhibit D

hydrant systems on the Premises as are necessary to supply utility service to other portions of the Airport or to the Premises.

Commission shall provide the Premises with access to utilities (electric, water and sanitary sewer main lines only) by bringing such utilities adjacent to the lease line of the Premises. Lessee shall be responsible for the construction and expense of all utility improvements and connections within the Premises and to utility systems located adjacent to the Premises as provided for by Commission. Furthermore, Lessee shall be responsible for the cost and expense of all utility services used by Lessee as determined by separate meter.

(c) Landscaping. Lessee agrees to keep all areas within the Premises not utilized by structures, parking spaces, ramp space or vehicular ways, landscaped in accordance with plans and specifications approved by Commission.

Landscaping material shall be chosen for its permanence, attractiveness, and ease of maintenance in a manner that will not serve as a wildlife attractant or habitat. Landscaped areas shall be kept maintained at all times to standards reasonably determined by Commission.

(d) Capital Improvements.

### 7. DAMAGE AND DESTRUCTION

(a) Lessee shall be responsible to promptly replace or repair the Premises (including all Leasehold Improvements) in the event of damage or casualty to any or part of the same. All insurance proceeds received by reason of any such damage or destruction shall be applied to such replacement or repair.

(b) Abatement of Rent. It is Lessee's sole responsibility to retain its own business interruption and rent insurance to cover the Premises and the loss to Lessee of any Leasehold Improvements. Therefore, there shall be no abatement of rent pending repairs or rebuilding to the same in any event where such damage or destruction of the Premises or improvement made thereon was caused by the negligence of Lessee.

### 8. INSURANCE AND INDEMNIFICATION

(a) Insurance coverages and limits required of Lessee hereunder are designed to meet the minimum requirements of Lessee and are not a recommended insurance program for Lessee. Lessee alone shall be responsible for the sufficiency of its own insurance program. With no intent



## Exhibit D

to limit Lessee's liability or the indemnification provisions set forth herein, Lessee shall procure and maintain during the term of this Agreement the following minimum limits:

(1) General Liability Insurance. No less than \$5,000,000 each occurrence, Combined Single Limit ("CSL"), bodily injury and property damage, including Employer's non-ownership liability and hired auto coverages as applicable.

(2) Aircraft Liability Insurance. Including non-ownership liability with no passenger limit, in the amount of \$2,000,000 CSL or its equivalent, or as otherwise may be required by Commission. The following coverage shall be procured and maintained by Lessee if and only if Lessee provides services that require such coverage.

(i) Commercial Limits	\$5,000,000 CSL
i.e., Charter, Air Taxi, Part 135	

(3) Comprehensive Automobile Liability Insurance. \$1,000,000 CSL for all automotive equipment owned, non-owned, operated, leased or hired; \$5,000,000 CSL for all vehicles operating on the AOA.

(4) Hangarkeeper's Liability. Coverage shall include any damage or liability incurred in the leasing of hangar space. Said policy or policies shall cover loss or liability from damages in an amount not less than \$1,000,000.

(5) Worker's Compensation. In compliance with Georgia Statutory Limits, including an All States Endorsements.

(6) Property Insurance. "ALL RISK" coverage at 100% replacement cost for all Leasehold Improvements to the Premises.

(7) Environmental Liability. Covering underground and above ground fuel storage tanks. \$2,000,000 each incident and \$2,000,000 aggregate including third party liability, corrective action, and clean-up coverages.

(b) Lessee's policies covering the required insurance shall be issued by a company authorized to do business in the State of Georgia and reasonably approved by the Executive Director of Commission and shall not be subject to cancellation or change until after thirty (30) days written notice shall have been given to Commission. A Certificate of Insurance, reflecting the above and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its officers, directors, employees, and agents, as additional insureds, shall be

## Exhibit D

delivered and maintained on file in Commission office by Lessee in advance of the Effective Date of this Agreement and upon renewal of its policies as established herein.

(c) Commission shall not be liable for any damage to Lessee's property from any cause unless caused solely by the gross negligence of Commission, and Lessee waives all claims against Commission for damage to persons or property arising for any reason, unless solely caused by the gross negligence of Commission.

(d) All insurance policies shall contain a standard cross-liability provision and shall stipulate that no insurance held by Commission will be called upon to contribute to a loss covered thereunder. Commission shall have no liability for any premiums charged for such coverage, and the inclusion of Commission as an additional insured is not intended to, and shall not, make Commission a partner or joint venture partner with Lessee in Lessee's operations on the Premises. Such policies shall also insure Lessee against the risks to which it is exposed as the Lessee of the business authorized under this Agreement, shall be for full coverage with any deductibles and/or retentions subject to approval by Commission and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation.

(e) Commission reserves the right to periodically review the insurance provisions stated herein and reserves the right to modify the insurance coverage requirements under this Agreement.

(f) Indemnification

Lessee shall protect, defend, and indemnify Commission and its officers, agents and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the gross negligence or willful misconduct of Commission or its officers, agents, employees, contractors, licensees or invitees. Commission shall give to Lessee reasonable notice of any such claims or actions. Lessee shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder.



The provisions of this subsection (f) shall survive the expiration or early termination of this Agreement.

**9. TERMINATION**

(a) Commission's Right to Cancellation. Commission shall have the right to terminate this Agreement in its entirety immediately upon the occurrence of one or more of the following events of default:

(1) Lessee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and such neglect or failure shall continue for a period of thirty (30) days after receipt by Lessee of written notice of termination from Commission ("cure period"); provided, however, if the default is of such a nature that it cannot be physically remedied within the cure period, and Lessee shall have commenced the elimination of such default promptly after receipt of said notice of termination and shall continuously and diligently proceed in good faith to eliminate such default, then the cure period shall be extended for such length of time as is reasonably necessary to complete such correction, as reasonably determined by Commission.

(2) Lessee is adjudicated as bankrupt, makes an assignment for the benefit of its creditors, a receiver is appointed for it, or it is voluntarily or involuntarily liquidated.

(3) The occurrence of any act which deprives Lessee of the rights, licenses, permits, and authorizations necessary for the proper and lawful conduct of Lessee's services upon the Premises; provided, however, that such an occurrence shall entitle Commission to terminate this Lease only if Lessee fails to restore the suspended or revoked right, license, permit or authorization within ninety (90) days after such revocation or suspension.

(4) Lessee shall voluntarily abandon the Premises, provided that this provision shall not apply during any period of time during which Lessee has been forced to discontinue its operations due to acts of God or other events beyond its reasonable control, including a loss or casualty, provided Lessee is diligently endeavoring to restore its operations.

Commission's election to terminate shall not be construed as a waiver of any claim Commission may have against Lessee, consistent with such termination.

(b) Commission's Right to Cancellation for Failure to Begin Capital Improvements. Commission shall have the right to terminate this Agreement, effective one year from the Effective

## Exhibit D

Date of this Agreement, in the event that Lessee has not broken ground and begun construction of the planned Leasehold Improvement.

(c) Lessee's Right to Cancellation. Lessee shall have the right to terminate this Agreement in its entirety upon thirty (30) days written notice of termination to Commission ("Termination Notice") if one or more of the following events of default occur by Commission:

(1) Commission shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and such neglect or failure shall continue for a period of thirty (30) days after receipt by Commission of the Termination Notice ("cure period"); provided, however, if the default is of such a nature that it cannot be physically remedied within the cure period, and Commission shall have commenced the elimination of such default promptly after receipt of the Termination Notice and shall continuously and diligently proceed in good faith to eliminate such default, then the cure period shall be extended for such length of time as is reasonably necessary to complete such correction, as reasonably determined by Commission.

(2) A court of competent jurisdiction issues an injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict Lessee from conducting its operations, provided that the injunction has been continuously in effect for no less than sixty (60) days prior to the Termination Notice, and further provided that the reason or cause for the issuance of the injunction is not due to any act or omission of Lessee.

(3) The federal or state government, or any other governmental agency or instrumentality thereof, assumes the operation, control, or use of the Airport facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict Lessee from conducting its operations, provided that said assumption has been continuously in effect for no less than thirty (30) days prior to the Termination Notice, and further provided that the reason for or cause of the assumption is not due to any act or omission of Lessee.

## 10. SURRENDER OF OCCUPANCY

(a) When this Agreement expires or is terminated in whole or in part as provided for elsewhere in this Agreement, Lessee shall surrender the Premises and any Leasehold Improvements therein in good condition, with the exception of reasonable wear and tear, or with the exception of damage that Commission has the obligation to repair as required under the terms of this Agreement.

XXXXXXX



## Exhibit D

(b) Lessee shall be deemed to have abandoned to Commission any property which it has failed to remove from the Premises within sixty (60) calendar days after the expiration or earlier termination of this Agreement unless Commission grants additional time for this purpose in writing. After the expiration of the sixty (60) day period, or any extension thereof granted by Commission, Commission shall have the right to remove the property and restore the area to a satisfactory condition and hold Lessee liable for all costs, including court costs and reasonable attorney fees incident thereto. In the event it is necessary for Commission to remove such property, Commission shall not sustain or be charged with any liability by reason of the removal or custodial care of the same.

### 11. ASSIGNMENT AND SUBLETTING

Lessee shall not transfer or assign this Agreement, or any part hereof, or interest herein, or sublease any of the Premises hereunder, except with the prior written approval of Commission and subject to whatever reasonable limitations and conditions that are required by Commission. Any other attempted transfer, assignment or sublease shall be void and shall confer no rights upon any third person. No assignment or sublease shall relieve Lessee of any obligation under this Agreement unless otherwise agreed by Commission. Notwithstanding the foregoing, this Section 11 shall not be interpreted to preclude the assignment of this Agreement to a parent, subsidiary, or merged company, if such parent, subsidiary, or merged company assumes all rights and obligations of this Agreement. Written notice of such assumption shall be provided to Commission by the parent, subsidiary, or merged company thirty (30) days prior to the effective date of such assignment.

### 12. GOVERNMENT REQUIREMENTS

(a) Agreements with the United States Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Commission and the United States Government, in relation to the operation and maintenance of the Airport, the execution of which is required to enable or permit transfer of rights or property to Commission for Airport purposes or expenditure of federal funds for Airport improvement, maintenance or development. Lessee shall abide by requirements of agreements entered into between Commission and the United States Government, and shall consent to amendments and modifications of this



## Exhibit D

Agreement if required by such agreements or if required as a condition of Commission's entry into such agreements, provided however that if any modification to said Agreement with the United States Government has a material or adverse impact on the operations of Lessee, Lessee shall have the right to cancel this Agreement upon sixty(60) days written notice.

(b) Nondiscrimination. Lessee hereby agrees to comply with the following requirements as they pertain to Lessee's operations from Airport.

(1) Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said Premises described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed 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-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(2) Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the basis of race, creed, color, sex, national origin, or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex, national origin, or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, NON-DISCRIMINATION in Federally-assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulation may be amended.

(3) In the event of breach of the nondiscrimination covenants contained herein, Commission shall have the right to terminate this Agreement and to re-enter and repossess said Premises and the facilities thereon and hold the same as if said Agreement had never been entered

## Exhibit D

into or executed between Commission and Lessee. This provision shall not be effective until the procedures of Title 49, Code of Federal regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

(4) Lessee assures that it will undertake an Affirmative Action Program, if required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered thereby. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations (subtenants) provide assurances to Commission that they similarly will undertake Affirmative Action Programs and that they will require assurances from such Lessee and users, if required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

(5) Notwithstanding the above, Lessee shall comply with and shall ensure that the following Non-Discrimination clause is inserted in all subcontracts, subleases, and other agreements at all tiers:

“The contractor/tenant/concessionaire/Lessee assures that it will comply with pertinent statutes, Executive Orders and such rules and regulations as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the tenant/ concessionaire/Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision or similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors for the bid solicitation period through the completion of the contract.”

(c) Airport Safety/Security



## Exhibit D

(1) Lessee shall observe all safety/security requirements of Federal Aviation Regulations, Transportation Security Regulations and Airport Security Program, applicable parts, as the same may be from time-to-time amended, which will be furnished to Lessee as approved by the Federal Aviation Administration and/or Transportation Security Administration, and to take such steps as may be necessary or directed by Commission to ensure that sublessees, employees, invitees, and guests observe these requirements.

(2) If Commission incurs any fines and/or penalties imposed by the Federal Aviation Administration, Transportation Security Administration, or any other federal, state, or local agency, or any expense in enforcing the regulations of Federal Aviation Regulations, Transportation Security Administration and/or Airport Security Program, as a result of the acts or omissions of Lessee, Lessee agrees to pay and/or reimburse all such costs and expense. Lessee further agrees to rectify any security deficiency as may be determined as such by Commission or the Federal Aviation Administration or Transportation Security Administration. Commission reserves the right to take whatever action necessary to rectify any security deficiency, in the event Lessee fails to remedy the security deficiency.

(d) Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on Airport, except that, subject to the terms and provisions hereof, Lessee shall have the right to possess the Premises under the provisions of this Agreement.

(e) Height Restrictions and Airspace Protection.

(1) Commission reserves the right unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

(2) Commission expressly agrees for itself, its successors and assigns to prevent any use of the Premises which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an Airport hazard, in accordance with or as required by FAA Regulations, Part 77 and any other Applicable Laws and Regulations.

(3) Obstruction Lighting. Lessee shall install, maintain, and operate proper obstruction lights on top of all buildings and structures used in its operation, and shall keep the same lighted from sunset to sunrise, if required by Commission. The installation of all obstruction lights shall be in accordance with construction standards required by Commission or the Federal Aviation Administration.

**13. FIRE AND SAFETY REGULATIONS**

(a) Lessee shall at all times comply with all Applicable Laws and Regulations pertaining to fire prevention and safety.

(b) If Lessee receives an inspection notice or a deficiency notice following inspection by Commission, the Fire Department or an authorized insurance inspector, Lessee agrees to make any and all reasonable corrections, in the manner required by Commission, the Fire Department, or insurance inspector, within the required notice period.

**14. HAZARDOUS MATERIALS/OPERATIONS**

(a) Lessee shall not cause or permit any "Hazardous Substance" as defined in this Agreement to be used, stored or generated on the Premises, except for Hazardous Substances of types and quantities customarily used or found in Lessee's business so long as said Hazardous Substances are used, stored and/or generated in full compliance with all Applicable Laws and Regulations. Lessee shall not cause or permit the release (as "Release" is defined in 42 U.S.C. Section 9601(22) {as amended}) of any Hazardous Substance, contaminant, pollutant, or petroleum product in, on or under the Premises or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located thereon. Lessee shall fully and timely comply with all applicable federal, state, and local statutes and regulations relating to protection of the environment.

(b) Compliance Upon Termination. Upon the termination of this Agreement or vacation of the Premises, Lessee shall, at Lessee's sole expense, remove or permanently clean all Hazardous Substances that Lessee, or anyone for whom Lessee is responsible, including, but not limited to, a customer, invitee, employee, agent, or person having a contractual relationship with the Lessee, caused to be situated on, at, in or under the Premises. This shall be done in compliance with all Applicable Laws and Regulations and shall include the performance of any necessary



## Exhibit D

cleanup or remedial action. Lessee shall provide Commission with copies of all records related to any Hazardous Substances that are required to be maintained by Applicable Laws and Regulations.

(c) Lessee shall, at Lessee's sole expense, clean up, remove and remediate (1) any Hazardous Substances in, on, or under the Premises in excess of allowable levels established by all Applicable Laws and Regulations and (2) all contaminants and pollutants, in, on, or under the Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any applicable federal, state, or local law, regulations, standard or order.

(d) By making the agreements set forth in the foregoing subsections (a), (b) and (c), Lessee does not undertake any obligation to remediate, or to otherwise assume responsibility for any environmental condition that is not attributable to Lessee's activities at the Airport.

(e) As used herein, the term "Hazardous Substances" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including, without limitation, (a) any substance defined as "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act (FWPCA), 33 U.S.C. Section 1251, et seq., or the Clean Air Act (CAA), 42 U.S.C. Section 7401, et seq., all as amended from time to time (herein collectively referred to as "Environmental Laws"); (b) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste.

(f) Commission's Representation. To the best of Commission's current actual knowledge and belief as of the date of Agreement execution, Commission is not aware of any disposal of any Hazardous Substances in, on or under the Premises prior to the date of Agreement



execution. Commission has provided Lessee with an opportunity to inspect the Premises prior to the execution of the Agreement and date of possession.

**15. MISCELLANEOUS**

(a) Personal Liability. No member of Commission or employee of either Party hereto shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement because of any breach thereof or because of its execution or attempted execution.

(b) Non-Waiver of Rights. No waiver or default by Commission of any of the terms, conditions, covenants, or agreements hereof to be performed, kept, or observed by the Lessee shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Lessee, and Commission shall not be restricted from later enforcing any of the terms and conditions of this Agreement.

(c) Commission Employees. Lessee shall not during the Term knowingly hire or employ, on either a full-time or part-time basis, person or persons so long as such person shall be employed by Commission.

(d) Entire Agreement. This Agreement, including exhibits attached hereto at the time of its execution, constitutes the entire Agreement between the parties hereto, and all prior agreements covering the rights and privileges set out herein are superseded by and merged into this Agreement.

(e) Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

(f) Governing Law. This Agreement shall be deemed to be governed by and construed in accordance with the laws of the State of Georgia. Lessee agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively with the federal and state courts situated in Chatham County, Georgia.

(g) Invalid Provisions. If any provision of this Agreement or any application thereof shall be held to be invalid by a court of competent jurisdiction, the remainder of this Agreement

Exhibit D

shall not be affected thereby, unless one or both Parties would be substantially and materially prejudiced.

(h) Captions and References. As used herein, titles or captions of Sections and subsections are inserted only as a matter of convenience and for ease of reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Any reference herein to Section, subsection or Exhibit shall refer to the corresponding Section, subsection or Exhibit of this Lease.

(i) Covenant Against Waste and Nuisance. Lessee covenants and agrees that it shall not use the Premises in any manner that will constitute waste, and that it shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise in the course of or as a result of its use of the premises, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance or nuisance. Lessee, its employees, invitees, licensees, suppliers and furnishers of service shall conduct themselves in an orderly and proper manner so as not unreasonably to disturb other users of the Airport.

(j) Notices. Any notice herein required or permitted to be given to a Party shall be deemed validly delivered by Certified U.S. Mail, return receipt requested, postage prepaid, or by overnight commercial courier (such as, but not limited to, Federal Express), and addressed to such Party at the address set forth below with respect to such Party:

If to Commission:     Executive Director  
                                 Savannah Airport Commission  
                                 400 Airways Avenue  
                                 Savannah, GA 31408-8000

If to Lessee:            \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

or to such other address a Party may have furnished from time to time to the other Party in the manner set forth in this subsection (k) as a place for the future service of notice. Any notice shall be effective and deemed given (i) if sent by Certified United States Mail, on the date indicated on the Certified United States Mail return receipt, whether or not the addressee accepts such, (ii) if



## Exhibit D

sent by commercial carrier, on the date of delivery as indicated on the overnight commercial courier receipt

(k) Lease Alteration. This Agreement, together with any riders and exhibits attached hereto forming a part hereof, sets forth all of the promises, agreements, conditions and understandings between the Parties, either oral or written. It is understood and agreed that no subsequent alteration, amendment, change or addition to the Agreement shall be binding upon Commission or Lessee unless reduced to writing by them and by direct reference made a part hereof.

(l) Rules and Regulations. Lessee shall observe and obey and require its officers, employees, agents and invitees to obey and observe the duly enacted and lawful rules and regulations of Commission, and the duly enacted and lawful rules and regulations now in existence or hereafter promulgated by Commission, by the Federal Aviation Administration, or by any other local, state or federal agency of competent jurisdiction. A copy of the Rules and Regulations of the Savannah Airport Commission dated May 3, 2012, is hereby acknowledged as received. Lessee shall comply with all federal, state and municipal laws, regulations and ordinances, including all promulgated which may apply to the operations of Lessee at the Airport.

(m) Pest Control. Lessee agrees to provide adequate control of rodents and insects and other pests in its Premises.

(n) Permits, Licenses, Miscellaneous Fees. Lessee shall pay all expenses in connection with the use of the Premises herein and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees, license fees, including tap fees and pure water fees, and assessments lawfully levied or assessed upon the Premises or structures and improvements at any time situated thereon and that Lessee will secure all such permits and licenses. Failure to pay said taxes and/or fees shall be considered an event of default under the term of this agreement.

(o) Relationship of Parties. Nothing contained in the Agreement shall be construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

(p) Force Majeure. Except as herein provided, neither Commission nor Lessee shall be deemed to be in default hereunder if either Party is prevented from performing any of the obligations, other than the payment of rentals, fees, and charges hereunder, by reason an Event of

XXXXXXX.

## Exhibit D

Force Majeure. For the purposes of this Lease, an “Event of Force Majeure” shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. An Event of Force Majeure does not include (i) a failure of performance that is due to an affected Party’s own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

(q) Smoke-Free Facility. No smoking is permitted in the building.

(r) Bankruptcy. Lessee agrees not to file any petition by or on the behalf of Lessee seeking protection under the Federal bankruptcy laws or reorganization laws or similar relief under and law or statute of the United States or any State thereof without first giving Commission reasonable advance notice.

(s) Liens. In accordance with the laws of the State of Georgia, Lessee understands and agrees that, for itself, and as a condition of doing business with the Lessee, its contractors, suppliers, vendors, tenants, agents, or any other person shall agree not to levy any lien against the real property of Commission.

(t) Order of Precedence. If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference to this Agreement over the attachments.

(u) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

[EXECUTION PAGES FOLLOW]



Exhibit D

**IN WITNESS WHEREOF**, the Parties have caused these presents to be duly executed by their proper officers thereunto authorized and their corporate seals affixed this \_\_\_\_ day of \_\_\_\_\_, 2022.

Commission:

**SAVANNAH AIRPORT COMMISSION**

By: \_\_\_\_\_  
Stephen S. Green  
Chairman

ATTEST:

\_\_\_\_\_  
Gregory B. Kelly  
Secretary

[CORPORATE SEAL]

**[Commission signature page]**

[to Land Lease Agreement dated as of \_\_\_\_\_, 2022, by and between the Savannah Airport Commission, as landlord, and XXXXXX, as tenant]

XXXXXXX.

Land Lease Agreement  
September 1, 2022

Exhibit D

Lessee:

**XXXXXXXX**

By: \_\_\_\_\_

\_\_\_\_\_  
Owner

ATTEST:

\_\_\_\_\_  
[Name]  
Secretary

[CORPORATE SEAL]

**[Lessee signature page]**

[to Land Lease Agreement dated as of \_\_\_\_\_, 2022, by and between the Savannah Airport Commission, as landlord, and **XXXXXX**, as tenant]

**XXXXXXX.**

Land Lease Agreement  
September 1, 2022