

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SALUDA )

**ORDINANCE NO. 14-21**

**AN ORDINANCE TO LEASE T-HANGARS OWNED BY SALUDA COUNTY, SOUTH CAROLINA, LOCATED AT THE SALUDA COUNTY AIRPORT**

NOW THEREFORE BE IT ORDAINED, by the Saluda County Council to lease T-Hangars owned by Saluda County, South Carolina, located at the Saluda County Airport subject to the terms and conditions of the attached Hangar Lease Agreement made part of this Ordinance.

DONE IN COUNCIL DULY ASSEMBLED AND BY THE AUTHORITY OF SAME this \_\_\_\_\_ day of \_\_\_\_\_.

SALUDA COUNTY COUNCIL

ATTEST:

By: \_\_\_\_\_  
Raymond G. Strawbridge, Chairman

\_\_\_\_\_  
Regina H. Turner  
Clerk of Council

First Reading: November 8, 2021  
Second Reading:  
Public Hearing:  
Third reading:

**HANGAR LEASE  
SALUDA COUNTY AIRPORT  
THIS LEASE IS SUBJECT TO ARBITRATION**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Saluda County, South Carolina, herein referred to as (“LESSOR”) with its principal place of business for this contract being the Saluda County Airport, located at 180 Saluda Airport Road, Saluda, South Carolina, 29138 and \_\_\_\_\_, herein referred to as (“LESSEE”) with its residential/principal address at:

---

The following terms and conditions shall govern the rental by Lessor of hangar space known as Hangar \_\_\_\_\_ to Lessee.

**1. TERM.** This Lease shall be for a one (1) year term with annual automatic renewal for successive (1) year terms unless thirty (30) days written notice of non-renewal is given by Lessor or Lessee; Lessor may terminate this Lease without notice for cause: “holdover” rent shall be double the rent prior to termination.

**2. RENT.**

- a. (Hangars 1, 2, 3, 4, 6 & 7) – size 1070 sq. ft.)** Rent shall be payable either, 1) monthly in the amount of \$\_\_\_\_\_ due on the 1<sup>st</sup> day of each month, and shall be subject to a \$50.00 late charge if received after the 5<sup>th</sup> day of the month; or 2) annually in the full amount of \$\_\_\_\_\_ per year, due on the first day of the month that Lessee takes possession of the leased premises. Rent should be made payable to Saluda County Airport and delivered to 400 West Highland Street, Saluda, South Carolina, 29138. Rent may be modified by Lessor upon written notice to Lessee thirty (30) days prior to annual renewal.
- b. (Hangar 5 – size 1460 sq. ft.)** Rent shall be payable either, 1) monthly in the amount of \$\_\_\_\_\_ due on the 1<sup>st</sup> day of each month, and shall be subject to a \$50.00 late charge if received after the 5<sup>th</sup> day of the month; or 2) annually in the full amount of \$\_\_\_\_\_ per year, due on the first day of the month that Lessee takes possession of the leased premises. Rent should be made payable to Saluda County Airport and delivered to 400 West Highland Street, Saluda, South Carolina, 29138. Rent may be modified by Lessor upon written notice to Lessee thirty (30) days prior to annual renewal.
- c. (Hangar 8 – size 1220 sq. ft.)** Rent shall be payable either, 1) monthly in the amount of \$\_\_\_\_\_ due on the 1<sup>st</sup> day of each month, and shall be subject to a \$50.00 late charge if received after the 5<sup>th</sup> day of the month; or 2) annually in the full amount of \$\_\_\_\_\_ per year, due on the first day of the month that Lessee takes possession of the leased premises. Rent should be made payable to Saluda County Airport and delivered to 400 West Highland Street, Saluda, South Carolina, 29138.

Rent may be modified by Lessor upon written notice to Lessee thirty (30) days prior to annual renewal.

3. **SECURITY DEPOSIT.** Lessee shall deposit with Lessor a security deposit in the amount of \$ \_\_\_\_\_ for (Hangars 1, 2, 3, 4, 6 & 7), \$ \_\_\_\_\_ for (Hangar 5) and \$ \_\_\_\_\_ for (Hangar 8) due at the signing of this Lease Agreement. The security deposit will be held by Lessor without interest as security for the full and faithful performance by Lessee of its obligation hereunder. In the event of default by Lessee, Lessor may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by Lessee to Lessor. Upon the termination of this Lease, any portion of the security deposit not so used or applied shall be returned to Lessee, provided Lessee faithfully performs its obligations hereunder, by mail within a reasonable time after the termination of this Lease. The security deposit shall not be applied by the Lessee toward the last month's rent. Proof of payment of the deposit is required for any remission.
  
4. **SUBLEASES/ASSIGNMENT.** Lessee shall not assign the Lease, sublet the leased premises or any assign or sublet any portion of the Lease or leased premises without the express written consent of Saluda County.
  
5. **USE OF PREMISES.**
  - a. The hangar is leased only to Lessee, and shall be used only for storage of one (1) aircraft as described herein, and for no other purpose:  
Aircraft Make/Model/Year \_\_\_\_\_  
Aircraft Registration No \_\_\_\_\_  
Aircraft Serial No \_\_\_\_\_  
Upon signing the Lease Agreement the Lessee has 30 days to place an airworthy, FAA registered aircraft in the hangar. If the aircraft is sold or otherwise disposed of, Lessee must notify the Airport Manager within 10 days and place an airworthy, FAA registered aircraft in the hangar within 30 days. Extensions may be granted on a case by case basis as approved by the Airport Commission. County Council by way of County Director will be notified in writing of any extensions granted.
  - b. Lessee shall not store any fuels, oils or other flammables in the hangar or on the leased premises.
  - c. T-Hangars are for storage of airworthy aircraft only. Lessee shall not conduct or allow any fueling or major alterations or major repairs in the hangar or on the leased premises other than "preventative maintenance", as defined in Federal Aviation Regulations (FAR) Part 43, and no commercial activities of any nature shall be conducted in the hangar or on the leased premises.
  - d. Hangars are not to be used as sleeping quarters.
  - e. The aircraft owner's automobile may be parked in the hangar only while the aircraft is being flown.

- f. Kerosene or gas heaters or any type open flame heaters or apparatus are prohibited. Welding nor welding equipment is not allowed in T-Hangars.
- g. Locks are furnished with each hangar. These locks shall not be replaced, removed, or re-keyed. If lock changes are necessary for any reason, the Lessor must be contacted.
- h. Lessee shall keep the Premises clean and free of debris at all times. Rubbish, trash, rags, cans, grease, food items, gasoline, or other combustible material in and about the T-Hangars will not be tolerated. Lessee shall keep their T-Hangar clean at all times, and it shall be subject to inspection by the Lessor at any time. If found to be a fire or accident hazard, Lessee shall be so informed and Lessor shall immediately clean the hangar.
- i. The hangar is leased in as-is condition.
- j. In utilizing the Premises during the term, Lessee agrees to and shall comply with all applicable statutes, ordinances, rules, and regulations established by any federal, state, county, or local government agency.
- k. Upon termination of this Lease, Lessee shall immediately surrender possession of the premises and shall remove the aircraft and all other property therefrom, leaving the premises in the same condition as when received, ordinary wear and tear and improvements made by Lessee excepted.
- l. Lessee shall be liable for any and all damage to the premises caused by Lessee's use, including, without limitation, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

**6. INSURANCE.** Lessee shall, at the commencement of this Lease and as long as this Lease is in effect, have full insurance coverage

---

*(Insert Insurance carrier and policy number)* in an amount and with a carrier satisfactory to Lessor, in effect on the aircraft stored in the hangar, and shall provide Lessor proof of such coverage within ten (10) business days following request

**7. LESSOR LIABILITY.**

- a. Lessee agrees that, in the event Lessee's aircraft is damaged by Lessor's negligence, Lessor's liability shall be limited to the cost of repair. Lessee hereby agrees to make no claim beyond the cost of such repair, and hereby waives any claim for loss of use, diminution in value, lost profits or any other consequential damages, and further agrees to indemnify and defend Lessor against, and hold Lessor harmless from any and all such claims.
- b. Lessee agrees that the aircraft, and any personal property in the hangar or on the leased premises, are placed and stored at the Lessee's or owner's risk, and Lessor shall not be liable for any claim on account thereof, or loss or damage thereto, and Lessee agrees to indemnify and defend Lessor against, and hold Lessor harmless from, any and all such claims.

**8. CONDITION AND LEASEHOLD IMPROVEMENTS OF THE PREMISES.** Lessee accepts the hangar and leased premises in “as is” condition, and agrees to return the hangar and leased premises in the same condition, normal wear and tear expected. Lessee shall not make any alteration or improvement to the hangar or leased premises without Lessor’s prior written permission, which permission shall be at Lessor’s sole discretion, and shall be conditioned upon Lessee’s agreement to indemnify and defend Lessor against, and hold Lessor harmless from, any and all claims, liens, demands, costs or expenses on account thereof, and removal of the same from the hangar or leased premises, or abandonment to Lessor, at the termination of this Lease.

**9. SUBORDINATION.** This Lease is, and shall at all times be, subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

**10. MISCELLANEOUS PROVISIONS.**

- a.** Lessor may enter the hangar and leased premise at any time without notice for any business purpose.
- b.** Arbitration of any dispute, other than collection or possession, may be required by Lessor under the SC Arbitration Act.
- c.** Lessor shall be entitled to recover from Lessee any reasonable attorney’s fees incurred by it on account of this Lease.
- d.** Lessee shall indemnify Lessor and hold harmless for any loss, claim or damage, including attorney’s fees incurred, on account of any act or inaction by Lessee.
- e.** This Lease is subject to local, state and federal statutes, regulations and orders, including the FAA and TSA.

IN WITNESS WHEREOF, we have placed our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LESSOR**

Saluda County Airport  
180 Saluda Airport Road  
Saluda, SC 29138

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

**LESSEE**

\_\_\_\_\_  
Print Name

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_

**Emergency Contact Information:**

1) \_\_\_\_\_  
Contact Name (Please Print)

\_\_\_\_\_  
Primary Contact Number

\_\_\_\_\_  
Email Address

2) \_\_\_\_\_  
Alternate Contact Name (Please Print)

\_\_\_\_\_  
Alternate Contact Number

\_\_\_\_\_  
Email Address