

**Fauquier County Government and Public Schools,
Contract #24-17ksc
Flight School Service**

This Agreement is made and entered into this 21 day of December, 2016, by Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and Aviation Adventures, having its principal place of business located at 10600 Harry J. Parrish Blvd, Manassas, VA 20110, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Flight School Services at the Warrenton-Fauquier Airport. Per the terms, conditions and specifications as set forth in the Contract Documents.

COMPENSATION: The Contractor will pay and the Owner will accept in full consideration for leased space provided to the Contractor the sum of Six Hundred Dollars (\$600.00) monthly, to be paid at the beginning of each month. Cost for the Instructor Lead Flight School shall be the responsibility of each student, based on the number of hours required.

CONTRACT PERIOD: December 21, 2016 through December 2021; with the option to renew for one (1) additional five (5) year period.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed Agreement;
- (2) Lease Agreement Dated December 21, 2016;
- (3) Letter of Negotiations and vendors response dated December 15, 2016 and December 16, 2016;
- (4) Invitation for Bid #24-17ks dated September 29, 2016; *and*
- (5) Contractor's Bid dated October 24, 2016, incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Aviation Adventures

County of Fauquier, a political subdivisions of the Commonwealth of Virginia

By: Stacey Deal

By: Susan R. Monaco
Susan R. Monaco, CPPO, CPPB

Title: Business Manager

Title: Procurement Manager

Date: 12/23/16

Date: 1/3/2017

**FAUQUIER COUNTY
LEASE AGREEMENT OF SPACE FOR
FLIGHT SCHOOL SERVICES
PROGRAM**

THIS LEASE AGREEMENT is between Fauquier County, A Political Subdivision of the Commonwealth of Virginia, hereafter referred to as the "Owner" and Aviation Adventures, hereafter referred to as "Lessee".

WHEREAS, the County desires to lease to the Lessee certain County-owned/leased premises pursuant to providing services for Flight School Services, under Contract #24-17ksc, between the Owner and the Lessee dated December 15, 2016 expiring December 14, 2021, with five (5) one (1) year renewal options. (The Contract).

NOW, THEREFORE, the parties mutually agree to the following:

1. **LOCATION OF PREMISES/PROPERTY:**

- a. The property is located at: Warrenton-Fauquier Airport, 5075 Airport Road, Midland, Virginia 22728 which the Owner leases certain office space consisting of approximately 495 square feet of rentable floor area ("the premises"). The premises shall be used by the Lessee solely for the performance of the services set forth in the contract and for incidental purposes related to performance of such services during the term of the Contract. This Lease Agreement is subject and subordinate to the Lease Agreement dated December 1, 2011. Except as otherwise provided in the Lease Agreement, the Lessee shall use the premises only for such purposes as consistent with the permitted use allowed in the Lease. Further, Lessee agrees to comply with the terms and conditions of the Lease and shall do nothing inconsistent with the Lease or would constitute a violation or default of any of the terms and condition of the Lease.
- b. It is agreed that by occupying the premises, Lessee acknowledges that it is currently located in "the premises" and has had full opportunity to examine the building and accepts the premises "as is". This Lease does not grant any right to light or air over or about the premises.
- c. Lessee agrees to confine its use of the premises to the areas specifically described in This Lease and any common areas necessary for entering or leaving the building, which is limited to hallways, stairways, doorways, elevators, and restrooms. Lease agrees not to use, occupy or obstruct any room or any area of the building not specifically leased to the lessee.
- d. All other portions of the Airport excluding the Leased Premises, which are open to all Airport users and necessary for the use of the Airport as an airport, more particularly described as public areas, herein are collectively referred to as the "Common Areas." The areas comprising the Common Areas under this Contract shall remain public areas throughout the entire term of this Contract and shall never become part of the Leased Premises.
- e. The County reserves the right for its Manager, agents, employees or invitees of the County to enter the Leased Premises to make inspections during normal business hours. In case of emergencies the County may enter at any time and shall notify tenant of said emergency. Tenant shall post emergency contact name and phone number at main entrance. County shall have the right to make repairs to the inside of the Leased Premises with 48 hours advance notice except in cases of emergency and shall also notify tenant of same. Exterior repairs are permitted at any time. Tenant shall provide airport management with a key to the Leased Premises for use in emergencies.
- F Contractor shall not abuse, misuse or cause damage beyond normal wear and use to the Common Areas. Contractor shall be financially liable for such abuse or damage to the Common Areas even though the County shall be responsible for general maintenance of the Common Areas.

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2. **TERM:** The term of this Lease shall run concurrently with the term of the contract and its amendments. This Lease shall be automatically renewed at any time the contract is renewed unless written notice of termination of the Lease is given by either party 60 days prior to the end of the then current contract term, and in this event, the Lease shall terminate at the end of the then current contract term. If the Lease is automatically renewed then all covenants, conditions and terms will remain the same between the owner and the Lessee.
3. **USE:** Lessee warrants that the premises will be used lawfully and agrees to abide by all the provisions for services described in the contract.
4. **RENT:** In consideration of the rights and obligations granted by this Contract, the Contractor agrees to pay the Owner, during the term of this Contract as rent the sum of Six Hundred Dollars (\$600.00) per Month, payable on the first day of each month. The Owner reserves the right to adjust the rent once annually every 365 days from the contract award date, during the term of this contract.
4. **DEFAULT:**
 - a. If Lessee breaches or violates any of the terms, conditions or covenants contained in this Lease, then this Lease shall, at the sole option of the owner, terminate, upon written notice to the Lessee. Lessee shall cease its operations on the premises by close of business on such date of termination and vacate the property by close of business on such date of termination. Further, the owner is authorized, with or without process of law, to repossess the premises, and, should Lessee fail to vacate the premises as provided herein, the owner is authorized to enter onto the premises, and to expel and remove Lessee, together with all property of every kind belonging to it.
 - b. If the Lessee abandons the premises or ceases to operate or use the premises for performance of the services set forth in the Contract, the Lessee shall vacate the premises within 30 days after the premises is abandoned or Lessee ceases to operate or use the premises as required under the Contract.
 - c. Nothing in this Agreement shall be interpreted to create anything other than a lease and shall specifically not create any right, title or interest in property nor shall it create an easement.
5. **PARKING:** Parking of vehicles at the premises shall be at the Lessee's own risk. Lessee employees, customers and invitees shall have a non-exclusive right in common with other tenants and their employees, customers and invitees to use the surrounding parking lot and "Handicap" parking spaces provided by the Owner.
6. **MODIFICATION AND REPAIRS:**
 - a. Lessee agrees to accept the premises "as is".
 - b. All improvements or modifications to the premises, including but not limited to structural, interior and exterior modifications or additions shall be subject to prior written approval by the Owner. Lessee will submit plans and specifications for approval.
 - c. If Lessee is approved to make modifications, the modifications shall be and remain the sole property of the Owner at the termination of the Lease.
 - d. Lessee shall not place any of its organizational lettering, signs or objects on doors, windows or outside walls of premises without the permission of the Owner. No signs shall be visible through or on windows.
 - e. Lessee shall not, without the prior approval of the Owner, paint, paper, decorate, or drive nails into, deface or injure the walls, ceiling, woodwork, or floors of premises, install any electrically or mechanically operated equipment (including air conditioners) in the premises. At the termination of the Lease, or any extension or renewal thereof, all such improvements shall be and remain the property of the owner. Lessee agrees that the owner may, at its sole and absolute discretion, require such improvements to be removed and premises restored to original condition, with such removal and restoration to be at the Lessee's expense.

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- f. Lessee shall be responsible for repairs or maintenance necessitated by the negligence of the Lessee, its agents, guests or invitees; and all damage to the premises caused by the Lessee or its agents, guests or invitees shall be repaired promptly by or the expense of the Lessee.
- g. Any renovation or improvements made or obtained by Lessee are made at Lessee's sole risk and expense, and the owner shall not be held responsible for any claims for injury or loss of property due to renovation or improvements made by or for Lessee.
- h. Any movable partition, trade fixtures, floor covering, or equipment installed in the premises at the Lessee's expense shall remain the property of the Lessee and may be removed by the Lessee.

7. SERVICES PROVIDED BY THE OWNER:

- a. Owner agrees to provide utilities to the premises for normal business operations described in the Contract. However, the owner shall not be liable for failure to furnish any of these utilities when such failure is caused by conditions beyond the control of the owner.
 - 1) Electrical service for normal business operations. Lessee shall not connect any additional fixtures, appliances or equipment to the premises electrical system or make any alteration to the system, without the Owner's written approval.
 - 2) Heat. Provided daily to maintain comfortable occupancy of the premises under normal business conditions.
 - 3) Water. Cold water for drinking, lavatory and toilet purposes and hot water for lavatory purposes at reasonable temperatures.
- b. Owner agrees to provide full maintenance to the premises during the term of this Lease to include heat, plumbing, electrical, sewer and water systems, snow and ice removal, sanding or salting of the driveway, walks and parking areas, grass cutting, and repair to the doors, windows and roof, not caused by the negligence of the Lessee.

8. LIABILITY AND INSURANCE:

- a. Liability for damage to Personal Property and Person. All personal property of the Lessee (including its employees, business invitees, customers, clients, etc), agents, family members, guests or trespassers, in and on the premises, shall be and remain at the sole risk of the Lessee and the owner shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons nor from the leaking of the roof, or bursting, leaking, overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electrical wires or fixtures, or from air-conditioning failure. The owner shall not be liable for any personal injury to the Lessee (including employees, business invitees, customers, clients, etc.), agents, family members, guests or trespassers arising from the use, occupancy and condition of the premises.
- b. Liability Insurance. Lessee will maintain commercial general liability and other insurance. If the Lessee fails to maintain the required insurance, the owner may, but does not have to, maintain the insurance at Lessee's expense. The policy shall expressly provide that it is not subject to invalidation of the Board's interest by reason of any act or omission on the part of the Lessee. The limits of the insurance will not limit the liability of the Lessee.
- c. Lessee's Insurance Policies. Insurance carried by Lessee shall be in accordance with the provisions of the solicitation or the contract.
- d. Indemnification. Lessee agrees to indemnify and hold harmless the owner, its officers, agents and all employees and volunteers from any and all claims for property damage, death, bodily injuries and personal injuries, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the

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13. **INTEREST IN PROPERTY:** Nothing in this Agreement shall be interpreted to create anything other than a lease and shall specifically not create any right, title or interest in property nor shall it create an easement.
14. **COMPLIANCE WITH LAWS:** Lessee agrees to abide by the laws of the Commonwealth of Virginia and the Owner in the performance of its services.
15. **SURRENDER OF POSSESSION:** Lessee agrees to remove all its goods, equipment and effects from the premises, in the event the contract expires or is terminated, and shall leave the premises in a clean condition reasonably acceptable to the owner. A list of the lessee current goods, equipment and effects are attached.
16. **ASSIGNMENT:** Lessee shall not transfer or assign this Lease, nor sublet any part of the premises without the written consent of the owner.
17. **RULES AND REGULATIONS:** Lessee and its agents and employees shall abide by and observe such reasonable rules and regulations as may be promulgated from time to time by the County Board of Supervisors for the operation and maintenance of the building.
18. **TERMINATION OF LEASE:** The Lease may be terminated by the owner upon 30 days written notice and by either party as stated in Section 2. Lessee will be required to vacate the property cited in 1.a. by close of business of lease termination date. Expiration or termination of this Lease by either party shall not relieve or release Lessee from any liability or obligation which may have been incurred or assumed by Lessee prior to such expiration or termination.
19. **NO PARTNERSHIP:** Nothing contained in this Lease shall be deemed to create a partnership or joint venture of or between the Owner and the Lessee.
20. **COMMON AREAS:** The Owner reserves the right to alter the common areas, as deemed necessary, so long as such alteration does not interfere with the Lessee's reasonable use of the space for the purposes contracted for. This includes but is not limited to the parking are, grounds, common hallways, walkways, etc and such right shall not be infringed by Lessee.
21. **SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, it is the intention of the parties that the remainder of this Lease shall not be affected thereby.
22. **ENTIRE AGREEMENT:** This Lease and the contract on which it is based contain the entire agreement between the owner and the Lessee. Oral statements, representations, and prior agreements not contained or referenced in this Lease, shall have no force or effect. This Lease may be modified only in writing executed by both parties.

SIGNED BY:

Aviation Adventures

By: Stacy Deal, Bus. Manager
Name and Title

12/23/10
Date

**County of Fauquier, a Political Subdivision of the
Commonwealth of Virginia**

By: _____
Name and Title, Susan R. Monaco, CPPO, CPPB
Procurement Manager

Date

Office Equipment

- 3 Folding Tables
- 8 Folding chairs
- 3 Two draw file cabinets
- 4 Blue chairs
- 1 Office desk
- 1 Lshaped computer work station
- 1 tall book case
- 1 Short bookcase
- 3 Swivel office chairs (various designs)
- 2 Display cases
- 1 Employee Locker for three people
- 2 Storage Lockers in back room
- 3 2X3 white boards (one is not currently mounted)
- 1 4X6 white board
- 3 Dell Computers
- 3 20" Flat screen monitors
- 1 Canon color copier, printer, fax
- 1 Brother inkjet printer in briefing room
- 1 HP printer (not defined if inkjet or laserjet)