

GROUND TRANSPORTATION PARKING SPACE LEASE

This Lease is made on the _____ day of _____, 2018, by the MBS International Airport Commission of Suite 101, 8500 Garfield Road, Freeland, Michigan 48623 ("Lessor"); and _____ with a mailing address of _____ ("Lessee").

The parties have agreed to the following terms and conditions.

1. Description of the Premises. Lessor leases to Lessee the area known as "Parking Space _____", shown in Exhibit A (the "Premises"), located at the MBS International Airport, 9200 Garfield Road, Freeland, Michigan 48623.
2. Term. This Lease shall be for the term of one year, commencing on November 1, 2018 (the "Commencement Date") and ending on October 31, 2019.
3. Rental. Lessee shall pay to Lessor an annual rent the sum of _____ (\$_____), payable upon execution of this lease.
4. Use. Lessee shall use and occupy the Premises as a parking space for public ground transportation services and for no other purpose without the prior written consent of the Airport Manager. Permitted vehicles are to parallel park only in their designated parking space and in no other lessee's space. No angle or perpendicular parking is permitted. Lessee shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Lessee shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants or users of the Premises or Building, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises.
5. Assignment and Subletting. Lessee agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises.
6. Termination. The Lessee must apply, qualify for and maintain in good standing, for the duration of this Lease, the Lessor's Taxicab Limousine Operating Permit ("Permit"). If the Permit is terminated at any time during the term of this Lease, this Lease will terminate immediately. This Lease may be reinstated, for the remainder of its term, if the Lessee can requalify for the Permit within thirty (30) days of the first day of the termination of this Lease. Lessor shall also maintain its rights to terminate this Lease as otherwise allowed by law.

7. Acceptance of Premises. Lessor makes no representations as to the condition of the Premises. Lessee hereby covenants and agrees that the Premises are in acceptable condition and accepts the Premises as-is.

8. Alterations. No improvements, alterations, additions, or physical changes shall be made on the Premises by the Lessee.

9. Changes by Lessor. Lessor reserves the absolute right at any time and from time to time to make changes or revisions in the Premises, terminal building, parking lot, driveways, signs, landscaping, and sidewalks, including additions to, subtractions from, or rearrangements of the improvements, provided that the changes do not materially alter the use of the Premises.

10. Indemnification. The Lessee agrees fully to indemnify, defend and hold harmless, and list as additional insureds, the Commission, its board members, agents, officers, directors, and employees, and the City of Midland, City of Saginaw and the County of Bay, their officers, agents or employees (the "Indemnified Parties"), individually and/or collectively, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, based upon or arising out of injuries to, or death of, persons or damage to property caused by the Lessee, its agents, drivers, or employees, in the use or occupancy of the Premises.

11. Observation of all Laws. Lessee shall observe all Federal, State and local laws, including the rules and regulations of Federal and State aeronautical authorities and the rules and regulations of the State Fire Marshall in the use of the Premises, as well as those laws forbidding discrimination against protected classes of individuals.

12. Applicable Law. This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement. This Lease constitutes the entire understanding between the parties and any amendments or changes to the Lease shall be effective only if made in writing.

LESSEE – _____

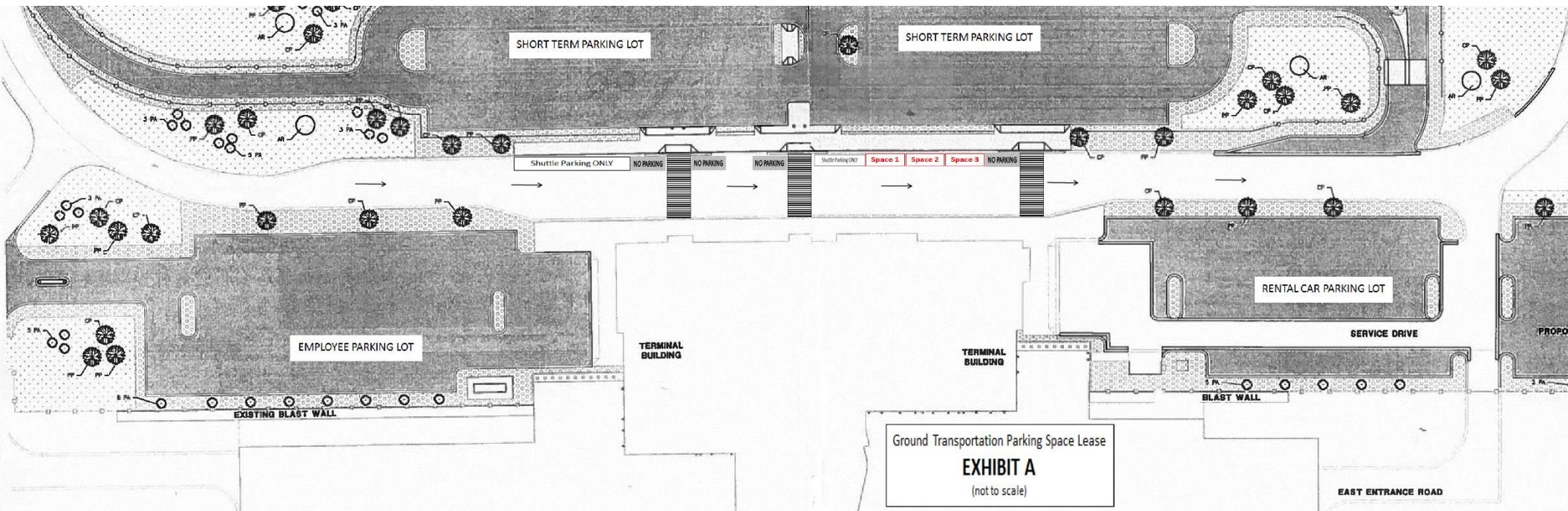
LESSOR – MBS INTERNATIONAL
AIRPORT COMMISSION

By:

By:

Title:

Title:



SHORT TERM PARKING LOT

SHORT TERM PARKING LOT

Shuttle Parking ONLY

NO PARKING

NO PARKING

NO PARKING

Shuttle Parking ONLY

Space 1

Space 2

Space 3

NO PARKING

EMPLOYEE PARKING LOT

EXISTING BLAST WALL

TERMINAL BUILDING

TERMINAL BUILDING

RENTAL CAR PARKING LOT

SERVICE DRIVE

BLAST WALL

Ground Transportation Parking Space Lease

EXHIBIT A

(not to scale)

EAST ENTRANCE ROAD