

**SPRUCE CREEK PROPERTY OWNERS ASSOCIATION (SCPOA)  
AIRCRAFT TIE-DOWN RENTAL AGREEMENT**

TIE-DOWN SPACE #: \_\_\_\_\_

AIRCRAFT OWNER OR OPERATOR (LESSEE): \_\_\_\_\_

Spruce Creek Property Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

**AIRCRAFT INFORMATION:**

N# \_\_\_\_\_ YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

This AIRCRAFT TIE-DOWN RENTAL AGREEMENT dated as of \_\_\_\_\_ is made between the Spruce Creek Property Owners Association, Inc., ("SCPOA", and "LESSOR") and the above named LESSEE (collectively "the Parties") for the use by LESSEE of the AIRCRAFT Tie-Down Space noted above. Rent is prorated at \$\_\_\_\_\_ per year, plus tax, and payable in advance.

This a legally binding contract. By signing this Agreement You (the LESSEE) Agree as follows:

1. You are the AIRCRAFT owner, or owner's authorized agent.
2. You or the AIRCRAFT owner are an SCPOA member or the tenant of a member. This agreement terminates immediately when the Lessee ceases to be an SCPOA member in good standing, or tenant of, a current SCPOA member in good standing.
3. You will hold the SCPOA, its directors, officers, employees, agents and representatives, successors and assignees harmless from any loss including all damages, causes of action, theft, vandalism, negligent or intentional acts, acts of God, war, riot or any other act, or omission to act, of any nature which including, but not limited to, causes bodily injury, damage or loss of the AIRCRAFT and any property stored in the assigned space.
4. While not required, hull and liability coverage are encouraged at Spruce Creek, and if you have coverage, you agree to list the SCPOA as an additional named insured.
5. You will only use the leased Tie-Down Space for the AIRCRAFT noted above. If you park or tie-down your AIRCRAFT on a space not leased to you we reserve the right to move the AIRCRAFT to transient parking without notice and charge you the daily rate for guest parking.
6. This Agreement is not transferable or assignable and you hereby agree to not loan or sublease your Tie-Down Space.
7. You are responsible for providing your own tie-down ropes and ensuring the AIRCRAFT is tied-down securely. You agree to be responsible for and to indemnify the LESSOR, from any claim resulting from your actions or property.
8. This lease expires on December 31, unless terminated by either party on 14 days notice. In the event of early termination, you will be refunded the unused portion of the pre-paid rent. Notice of termination is effective if made to the SCPOA Manager by US Mail, email to [manager@scpoa.com](mailto:manager@scpoa.com), or by hand-delivery.

9. You agree to allow the airport manger and/or the Airport Authority Committee (AAC) to assign an alternative "TIE-DOWN SPACE #" location on an as needed basis. At times an aircraft may require repositioning to meet various community needs. Should you, the LESSEE, not find the relocation acceptable, you will be refunded the balance of your rent upon termination of this agreement.

10. The airport manager has your permission to reposition your AIRCRAFT should a situation arise where in the AIRCRAFT must be moved to prevent potential damage to the AIRCRAFT due to impending weather, construction projects, aircraft operations or any other facilities management concerns. The airport manager will make reasonable attempts to notify the LESSEE in advance of the imminent need and work with the LESSEE to resolve concerns. However, you hereby grant the airport manager and the AAC the authority and permission to relocated the aircraft as they deem necessary.

11. This agreement applies to the heirs, successors, and assigns of the respective parties. As sustaining the appearance of our community is a priority, the SCPOA does not allow the storage of disabled or derelict AIRCRAFT on SCPOA Tie-Down spaces. Should the SCPOA terminate this contract for any reason, Owner agrees to promptly remove AIRCRAFT. Should AIRCRAFT not be removed, the SCPOA reserves the right to charge a daily fee for parking similar to those charged for transient (guest) parking. The SCPOA has the right to remove the AIRCRAFT for disposal after a fourteen (14) day written notice to the OWNER. All unpaid rental fees and costs associated with removal of the AIRCRAFT will be charged back to the OWNER and collected in same manner as association assessments.

12. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in Florida. Should any legal action be commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorneys' fees.

AIRCRAFT Owner or Authorized Representative: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Contract Start Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Approved by SCPOA Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature

Payment amount: \_\_\_\_\_

Check #: \_\_\_\_\_