



Department of Aviation
T. R. Gaines 210
Warrensburg, MO. 64093
Office 660-543-4969
www.ucmo.edu/aviation

REDEFINING WHAT'S POSSIBLE

5 August, 2024

Dear Don Slone, we would like to inform you that beginning November 1, 2024, Skyhaven Airport will be increasing the rates for hangars being used under current license agreements. Going forward, an automatic rate increase of 3% will be applied annually on July 1st, beginning July 1, 2025.

In order to maintain your use of the hangar, you will need to sign the new License Agreement. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Payment of the deposit can be made in the same manner as paying the license fee.

The new license agreement supersedes any prior or verbal agreements. Your current license agreement is being terminated, effective November 1, 2024, and the enclosed license agreement replaces it. Please return the attached agreement, signed and notarized, along with your security deposit and proof of current insurance per the new agreement for all aircraft based at Skyhaven Airport on or before October 15, 2024.

A military discount of 10% will continue to be honored after completion of the Military Discount form and proof of current or prior military service. If you believe you qualify, please request this discount when you return the license agreement.

We will be performing a key inventory of all airport-issued keys. We ask that you bring your airport-issued keys with you when you deliver the new agreement or provide us with your key number.

If you choose not to sign the enclosed license agreement, you must vacate the premises and return all keys no later than October 31, 2024.

Please contact me if you have any questions.

Sincerely,

Chris Holland
Airport Manager
Skyhaven Airport
281 NW US 50 Hwy
Warrensburg, MO 64093
660-543-4916
cholland@ucmo.edu

AIRPORT BUILDING LICENSE AGREEMENT

THIS LICENSE, made this 5th day of AUGUST, 20 24, by and between the University of Central Missouri, (the UNIVERSITY), and DON SLOVE, an Individual residing at _____ in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the entire premises and structures situated at SKYHAVEN AIRPORT HANGAR C-29, (the "Premises"). The LICENSEE accepts the Premise as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Pilot Name:
Email Address:
Phone Number:
Aircraft Make
Aircraft Model
Aircraft Year
Aircraft Registration Number
Aircraft Serial Number
Aircraft Registered Owner(s)
Aircraft Owner Address & Phone Number (if different from Lessee)
Distinguishing Aircraft Markings
Quantity and ID of Airport Access Keys
Valid Registration Certificate
Emergency Contact Name and Phone Number:

LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on NOVEMBER 1st, 20 24. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement without cause upon thirty (30) days prior written notice, and nothing shall be owed either party other than the prorated license fee and refund of deposit if applicable. Breach of the terms of this license shall be cause for immediate termination of license by UNIVERSITY.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of 228.80 dollars per month, payable in advance commencing on the date as listed above. There will be an automatic 3% rate increase to occur annually on July 1, beginning July 1, 2025. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the fifteenth (15th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self-fueling is not allowed on the Premises.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said premises for commercial aviation activity or any part of said premises for commercial aircraft maintenance. This includes the operation of commercial businesses on the Premises. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at a minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000 per occurrence
Medical Expense	\$ 5,000 per occurrence

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

Nothing in this agreement or the referenced insurance policies shall be construed as a waiver of the university's sovereign immunity or other protections available under applicable law.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE.

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it deems fit regardless of the desires or view of LICENSEE and without interference or hindrance from LICENSEE. In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, and termination of license shall be given as required in this agreement.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of their aircraft being disabled on any of the runways or taxiways to remove said aircraft with the appropriate notification and involvement of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY 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 funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, 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 or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, 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, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

(Name)

Date

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared _____, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____