

**Ground Service Work Order
HANGAR STORAGE FORM**

Effective Date: April 15th, 2020 **Airport:** KUGN **Customer Legal Name:** Lake County Coroners Office

Contact Name: Tammy Mayer **Phone:** (847) 377-2200 **Fax:** (847) 662-5972
Email: twilliams2@lakecountyl.gov

Customer Address: 26 N. Martin Luther King Jr. Ave. Waukegan, IL 60085

Space: Comprised of the following on an exclusive and dedicated basis:

Building Name	Space Type (Hangar/Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Rent
D3 2970 W. Aviation Drive	Hanger/Office	16095	N/A	\$13577.00
TOTAL MONTHLY RENT				\$13577.00

Total Monthly Rent: Customer will pay a pro-rated fee of \$6788.50 for the remainder of the month of April. Customer agrees to pay Total Monthly Rent on the first day of each month thereafter, Total Monthly Rent is payable in advance without setoff, demand or deduction, except as provided in this Ground Service Work Order, together with all applicable concession fees and state, federal or local taxes.

Term: 45 calendar days, after which this Agreement shall continue on a month-to-month basis subject to the terms and conditions stated herein.

Terms and Conditions: Customer hereby acknowledges and agrees that Customer has read, accepted and shall be bound by the terms and conditions attached hereto.

Security Deposit: Customer shall deposit the sum of one (1) months' estimated Aggregate Rent ("Security") with Signature as security for the faithful performance by Customer of its obligations under this GSWO. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Customer's indebtedness from such Security or if Customer's Aggregate Rent increases, Customer shall deposit an amount to replenish the Security to the sum of one (1) months' estimated Aggregate Rent within ten (10) days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this GSWO or by law. Signature shall return any unused portion of the Security, without interest, upon Customer's performance in full of its obligations under this GSWO at the end of the Term.

Signed By:
Matthew Fitze
Signature Flight Support, LLC

Title: General Manager

Printed Name: Matthew Fitze

Date: 4/10/2020

Signed By:
Sandy Hart

Authorized Customer Representative

Title: County Board Chair

Printed Name: Sandy Hart

Terms and Conditions of Performance of Services

1. **DEFINITIONS:** "SFSC" shall refer to Signature Flight Support, LLC, and any of its subsidiaries or affiliates, whose services have been contracted for in accordance with the terms and conditions set forth in this document. "Customer" shall refer to the entity for whom the Services are being performed. "Airport" shall refer to the airport at which the Services are performed. "Services" shall refer to the products and services provided and/or furnished by SFSC to Customer. This "Ground Service Work Order" shall hereinafter be referred to as the "Agreement".
2. **DISCLAIMER OF WARRANTIES:** Warranties on any product or service sold and/or provided hereunder are those made solely by the manufacturer. SFSC hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. SFSC neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products or services.
3. **INDEMNIFICATION:** Customer agrees to fully indemnify, save and hold harmless SFSC, its subsidiaries, affiliates and parent company and the Airport from and against all claims, suits, damages, fines, penalties and actions, including reasonable attorney's fees, costs and all expenses and fees incidental to the investigation and defense of any claim (collectively, "Damages") arising out of or with respect to this Agreement, including SFSC's acts or omissions, or the act or omissions of its directors, officers, employees, agents or assigns in connection with this Agreement, except to the extent such Damages arise from the gross negligence or willful misconduct of SFSC..
- THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL SFSC BE LIABLE TO THE CUSTOMER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF USE OR ANTICIPATED PROFITS, DIMINUTION OR LOSS OF VALUE.**
- The provisions of this Section 3 shall survive the termination or expiration of this Agreement and shall apply at each of SFSC's fixed base operations with respect to the Customer.
4. **FORCE MAJEURE:** With the exception of Customer's obligation to pay Aggregate Rent, neither party shall be liable or deemed in default to the extent that performance is delayed or prevented for any reason beyond the reasonable control of either party. The party affected by any such delay or prevention of performance shall give prompt notice to the other and use its best efforts to remove the cause as promptly as possible.
5. **USE:** This Agreement shall apply only to the Space identified above. Customer shall not use the Space for and shall not permit the operation of a fixed base operation or any business substantially similar to any portion of SFSC's authorized general or commercial aviation operations at the Airport.
6. **INDEPENDENT CONTRACTORS:** The relationship between SFSC and Customer shall at all times be that of independent contractors and not as employer/employee. SFSC shall solely direct the actions of its personnel.
7. **APPLICABLE LAW:** The substantive laws of the State wherein the Airport is located shall apply to any dispute between the parties arising out of, or in connection with, the performance of Services hereunder
8. **REPRESENTATION OF INSURANCE:** By execution of this Agreement, the Customer represents to SFSC that it currently maintains, from reputable insurance carriers, comprehensive general liability insurance. In the event claims are also made against SFSC's insurance carriers, Customer's insurance carriers shall provide primary coverage. Customer and its insurers waive their rights of subrogation in favor of SFSC with respect to Damages resulting from the Services to be performed by SFSC hereunder.
9. **TERMINATION; HOLDOVER:** Either Customer or SFSC may terminate this Agreement upon at least seven (7) calendar day's prior written notice to the other party. If Customer does not vacate the Space upon the expiration or earlier termination of this Agreement, the Monthly Rent shall be increased to 150% of the Monthly Rent then in effect and Customer's obligation to pay Monthly Rent shall continue. The foregoing shall not be deemed to limit any of SFSC's rights or Customer's obligations arising from Customer's failure to vacate the Space, including, without limitation, Customer's obligations and covenants arising pursuant to this Agreement, including but not limited to its waivers, and obligations to reimburse and indemnify SFSC as provided in this Agreement.
10. **DEFAULT; REMEDIES:** It shall be considered a "Default" pursuant to this Agreement if (i) Customer fails to make any payment when due hereunder; or (ii) Customer shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of fourteen (14) calendar days after receipt of written notice of the default from SFSC. Any amount of money not timely delivered as required herein shall bear interest at the lower of the following: 18% per annum or the maximum allowed by law. In the event of any Default hereunder, Signature shall have the right to terminate this Agreement without notice. Signature is entitled to all rights and remedies available to it at law or equity.
11. **PERFORMANCE OF ANCILLARY SERVICES:** This Agreement is deemed to be applicable and binding for any and all additional services requested/required by the Customer, including but not limited to, ad-hoc and unanticipated servicing requirements, which are not specified herein (collectively, "Ancillary Services"). Pricing for such Ancillary Services shall be consistent with SFSC's then prevailing retail rates in effect at the Airport. Unless otherwise agreed to in writing, payment for all Ancillary Services provided by SFSC shall be made in full prior to expiration of this GSWO.
12. **NOTICES:** Any notice or demand required under this Agreement may be by personal service, courier, recognized overnight delivery service, United States mail (certified mail/postage prepaid only), or facsimile transmittal. Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and notices delivered via personal service, courier delivery, or facsimile transmittal are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Customer as set forth above.
13. **ASSIGNMENT; SUBLETTING:** Customer shall have no right to assign, transfer, sublet mortgage, pledge, hypothecate or encumber its interest in this Agreement or any part thereof.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Agreement, excepting the parties' joint and several obligations under the Master Lease.
15. **AUTHORITY:** The undersigned represents that it is fully authorized to enter into this Agreement on behalf of the Customer and to bind the Customer to the terms and conditions set forth in this Agreement.
16. **MASTER LEASE:** The Master Lease and related documents under which SFSC operates at the Airport and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Customers inspection and review. The terms and conditions of this Agreement shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. SFSC reserves the right to increase Customer's Total Monthly Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to SFSC, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. SFSC shall provide Customer a minimum of ten (10) business days' written notice from SFSC of any increase allowable pursuant to this Paragraph 18; provided however that failure to deliver such notice shall not be deemed a waiver of SFSC's right to such payment.
17. **SAFETY AND SECURITY:** Customer shall comply at its own expense with all applicable security requirements, including, but not limited to, those of SFSC, Federal Aviation Regulations ("FAR"), the TSA, and any Airport Security Program, all as amended from time to time. Customer shall take all action necessary or as directed by Airport to ensure compliance such requirements. If SFSC or the Airport incurs any fines as a result of the acts or omissions of the Customer, Customer agrees to pay all such fines and penalties in accordance with its Indemnification obligation set forth herein and to cure any security deficiency immediately. SFSC and the Airport reserve the right to take whatever action necessary to cure any security deficiency if Customer fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.
18. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.
19. **NON-WAIVER:** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this GSWO shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.