

City of Fayetteville Staff Review Form

2019-0512

Legistar File ID

9/17/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Summer Fallen

8/29/2019

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Arkansas Fashion Week.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	NA	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF SEPTEMBER 17, 2019

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Manager

DATE: August 29, 2019

SUBJECT: Arkansas Fashion Week Short-Term Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Arkansas Fashion Week for corporate hangar space.

BACKGROUND:

Arkansas Fashion Week showcases local boutiques, designers and artists.

DISCUSSION:

Arkansas Fashion Week will host a fashion show in the 9,600 sq ft. hangar at the Airport.

BUDGET/STAFF IMPACT:

This lease will provide \$1,000 in revenue to the airport.

ATTACHMENTS:

SRF
SRM
Short Term Lease Agreement

SHORT TERM LEASE AGREEMENT
between The City of Fayetteville, Arkansas and Arkansas Fashion Week

This Short Term Lease Agreement is entered into by the City of Fayetteville, Arkansas (“City”) and Arkansas Fashion Week, an Arkansas nonprofit corporation, for the use of hangar space available at Drake Field:

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Arkansas Fashion Week as obligations to the City, the City lets, leases and demises unto Arkansas Fashion Week, subject to the terms and conditions contained herein, the following described property (the “Leased Premises”) situated in the City of Fayetteville, Washington County, Arkansas:

Corporate hangar space (approx. 9,600 sq ft) located on the S.E. corner of ramp at 4578 S. School Ave. Fayetteville, AR

2. **Term.** This lease shall commence on October 1st, 2019 at 8:00 am, and shall end on October 6th, 2019 at 12:00 pm.

3. **Rent.** Arkansas Fashion Week agrees to pay to City as rental for the term of this lease the sum of \$1,000.00. Payment shall be due on or before October 1st, 2019.

4. **Use.** Arkansas Fashion Week agrees to use the leased premises for events related to Northwest Arkansas Fashion Week.

5. **Cleaning and Maintenance.** Arkansas Fashion Week shall be responsible for cleaning the Leased Premises prior to returning possession to the City.

6. **Restricted Areas.** Access by Arkansas Fashion Week employees, agents or guests to the Airport Flight Line (which includes the apron and runway) or other hangars is strictly prohibited. Arkansas Fashion Week shall provide personnel to ensure that no person attending its events enters any restricted area.

7. **Assignment or Sublease.** Arkansas Fashion Week shall not assign this lease or sublet the Leased Premises without prior written consent of the City.

8. **Holdover.** Arkansas Fashion Week hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the Leased Premises immediately.

9. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent is not received in accordance with Paragraph 3.

10. **Hold Harmless and Indemnification.** Arkansas Fashion Week shall hold harmless, defend and indemnify the City of Fayetteville, its officers, and employees, against any and all claims, actions, suits, charges and judgments whatsoever that arise out of Arkansas

Fashion Week's use of the Leased Premises; and does agree and understand that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas

11. **Non-Waiver.** It is agreed that the failure of the City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Arkansas Fashion Week under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

12. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. **Notices.** Notices may be sent to the parties at the following addresses:

City of Fayetteville, Arkansas
ATTN: Airport Manager
4500 S. School Avenue
Fayetteville, Arkansas 72701

Arkansas Fashion Week
ATTN: Robin Atkinson
3024 N. Bailey Oak Dr.
Fayetteville, AR 72703

16. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN AGREEMENT with all the terms, promises, and conditions set out above, the parties sign their names below this ____ day of _____, 2019:

CITY OF FAYETTEVILLE:

ARKANSAS FASHION WEEK

By: _____
LIONELD JORDAN, Mayor

By:  _____
ROBIN ATKINSON, Director